

# The Solicitors' Journal

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## Current Topics.

### Easter Sitzings.

LIKE the other terms during the legal year, that which begins next week bears a name which reminds us of the days when the commencement and duration of the sittings were determined with an eye to canonical prohibitions. By the laws of Edward the Confessor it was ordered that at certain defined periods of the year, and from 3 o'clock of all Saturdays till Monday morning, "the peace of God and of holy Church should be kept throughout all the kingdom." This statutory close time, as it may be called, was found to be too rigorous, and by a statute of Edward I it was enacted that "forasmuch as it is great charity to do right unto all men at all times when need shall be," it was provided by the assent of all the prelates that assizes of novel disseisin, mort d'ancestor and darrein presentment should be taken in Advent, Septuagesima and Lent, even as well as inquests might be taken; and that at the special request of the King and the Bishops. In those far-off days, and indeed till much later, the terms into which the year was divided had a great importance in the matter of procedure, but, as an acute foreign observer said, since the passing of the Judicature Act, 1873, they serve simply to indicate the time between the periods of the legal vacations, which, as the same writer added, were regarded as too short by the judges and much too long by the practitioners. During recent years, however, the hands of the reformers have been laid on the vacations, once considered sacrosanct, and they have been shortened in the interest of the due and speedy despatch of business.

### Civil List Pensions and the Law.

By an Act of the first year of the reign of Queen Victoria provision was made for a sum of £1,200 a year being allocated for the purpose of pensions being granted to those who had just claims on the royal beneficence, or who by their personal services to the Crown, by the performance of duties to the public, or by their useful discoveries in science and attainments in literature and the arts, merited the gracious consideration of the Sovereign and the gratitude of their country. Since the passing of that Act various grants have been made each year out of this fund, which, by a statute of last year, has been increased to a yearly allocation of £2,500. A glance

through the list of recipients year by year discloses the fact that few indeed of those who have added to the literature of the law have been rewarded even with the modest pensions that are granted under the Act, a neglect possibly due to the popular misconception that writers on law, like all legal practitioners, must be men of wealth and consequently in no need of financial recognition by the State. It is true that a few in the past who have enriched legal literature have been remembered either directly, or provision has been made for those who have been dependent on them. Thus in 1847 modest sums were granted to the daughters of Professor GEORGE JOSEPH BELL "in consideration of the labours of their late father in the improvement of the law of Scotland"; in 1873 Professor GEORGE LONG was given a pension out of this fund "in recognition of his literary talents, and especially of his knowledge of Roman law"; more recently the widow of a very learned member of the profession, who had laboured long in the elucidation of early law, was given a pension; and now we are glad to see that in the list issued last week the services of one who has worked indefatigably in the cause of international law have been worthily recognised by a grant. International law, as is generally known, is not usually a very remunerative branch of authorship, all the more reason, therefore, why those who devote themselves to its study in the hope of substituting an appeal to reason and law rather than an appeal to force should have their work rewarded by the inclusion of their authors in the list of pensioners.

### Divorce Court Arrears.

TOWARDS the end of last term, Sir BOYD MERRIMAN, P., made a statement concerning the progress which had been made during the Hilary Law Sitzings in reducing the arrears in divorce causes. As the matter has been referred to more than once in these columns, it is thought that the substance of the learned President's remarks should be reproduced notwithstanding that many of our readers may have read the statement in *The Times*. With regard to the defended non-jury list, the position, it was said, after the Long Vacation, was that there were 596 cases in the list, the earliest of which had been set down for almost exactly a year. Of those, no less than 390 were left over and were included in the 529 non-jury causes in last term's list, the earliest causes in the same

term's list having been set down at the beginning of March, 1937. Of that list every case ready for trial had been disposed of, as well as twenty-two old cases restored from the reserved list. The majority of the fifty cases left untried were standing over at the request of the parties. The rest were stayed by order of the court. Even more important was the fact that the latest cases disposed of were only set down for hearing in the last half of December. "In other words," his lordship said, "the additional judicial strength afforded to this division by Parliament last December has reduced the interval between setting down and hearing from more than nine months to less than four months in spite of the very considerable time occupied by Admiralty work." No special jury cases had been taken during the term, but it was stated that eight, the earliest of which had been set down in October, 1937, would be dealt with early in the coming term. All the common jury cases ready for trial had been taken, except ten, the earliest of which had been set down in November, 1937, and which are also to be taken in the coming term. As to the undefended list, the interval between setting down and trial had been reduced from over six months (including the Long Vacation) to under two and a half months. Last term's list, it was stated, contained 1,001 cases, including 562 left over from the previous term, the earliest of which had been set down in the first week of July. All, except those which had been stood over by request, had been disposed of. In addition, a supplemental list of 377 had been published, of which all those ready for trial, except fifty-three, had been disposed of; these having been set down for trial between 1st February and 10th February.

#### **The Matrimonial Causes Act, 1937.**

NOTWITHSTANDING the progress in the disposal of cases revealed by the foregoing figures, it cannot be said that the problem of divorce court arrears has been finally solved. The learned President's statement contained reference to two factors, one of them largely incaleculable, which should be kept in mind before any attempt is made to form a proper estimate of the present position. One of them is that the Hilary Term was longer than the average, with the result that the Trinity Sittings will be correspondingly shortened, the other is the Matrimonial Causes Act, 1937, the effect of which, it was observed, was only beginning to be felt. The position in respect of the new Act, his lordship said, was that since 1st January the number of petitions filed in the Principal Registry had been—week by week—almost exactly double the number for the corresponding week of the previous year, and there was no immediate sign of abatement. It was not possible to forecast what proportion would be defended and what proportion undefended, but it was obvious that all lists would be heavy for some time to come. The figures given, however, showed that the courts were ready to begin hearing cases under the new Act immediately. This review of the position clearly illustrates the effectiveness of the Supreme Court of Judicature (Amendment) Act, 1937, with reference to the reduction, and indeed the practical elimination, of arrears in the class of case with which it was concerned. Whether the additional judicial strength for which it made provision will be sufficient to cope with the additional work which must be regarded as an inevitable consequence of the Matrimonial Causes Act, 1937, remains to be seen.

#### **Pedestrians and Road Safety.**

THE increasing attention now being given to the feasibility of restricting the rights of pedestrians in the interests of road safety lends a particular interest to the Ninth Annual Report of the Pedestrians' Association, which, since its inception, has been a redoubtable champion of this class of highway user. The attitude of the association is well illustrated by the section of the report devoted to the subject of guard rails, subways and road bridges. The committee, it is stated, has

been fully alive to the movement, encouraged by the motoring organisations, for limiting the pedestrian's right to the use of the road. The number of forms which the movement has taken, including the advocacy of continuous guard rails, subways and road bridges, are noted with the comment that their general adoption would have the effect of converting public highways into motor tracks and imposing enormous inconvenience upon the walking public. The committee recognises, however, that modern conditions call for a certain measure of regulation of the movements of all road users, and that on particular roads at particular places such devices may be necessary adjuncts for bringing about safer conditions. "But," it is said, "the general invasion of pedestrians' rights to the use of the highway under the guise of safety measures as an alternative to the restriction of speed is a policy which the committee has stoutly resisted and will continue to resist." We confess that we have much sympathy for this view. Motor traffic has, however, long since robbed the pedestrian of much of the pleasure formerly derived from wandering at will along the highway, and has called for an increased vigilance on his part. The realities of the situation must be faced; and the imposition of a speed limit, which would restore his earlier freedom of movement, must be regarded as impractical. The problem which remains is the securing of the safety and convenience of the greatest number. The analyses of the causes of road accidents which are published from time to time show that a large proportion of such accidents are due to pedestrians and suggest that measures directed to their better control may well be the subject of investigation.

#### **Motoring Offences.**

AMONG other subjects touched upon in the report to which brief reference should be made is that of the desirability of special courts to deal with traffic matters. Complaint is made of what is alleged to be the unequal and unduly lenient administration of the law and the failure of some benches to make use of their powers to suspend the licences of drivers and to impose sentences of imprisonment. It is stated that driving offences are dealt with more leniently than any other class of crime, reference being made to the Return of Motoring Offences for 1936 as showing that while 400,000 offences were dealt with by the police (2,314 being cases in which convictions were obtained for driving under the influence of drink), and 2,250 deaths were attributed to drivers, in only thirty-six cases were sentences of imprisonment exceeding three months imposed. It is said that a widespread dissatisfaction with the administration of the law and what is described as the unsatisfactory character of coroners' inquiries have led to the demand for new legal machinery for the trial of both criminal and civil proceedings and for expert inquiries into road accidents. Readers will form their own opinions as to the accuracy of this diagnosis, but the report recognises that the subject is a large one and beset with difficulties and states that the committee considers that the question should not be deferred indefinitely. In another part of the report, reference is made to the evidence given by the association before the Board of Trade Committee on Compulsory Third Party Insurance, which was concerned *inter alia* with the gaps in the existing law on the subject. The matter has been alluded to more than once in these columns and the statements of judges on the hardships caused by certain lacunæ in the present law have been duly recorded. It appears that the committee above-mentioned accepted in substance all the proposals of the association except one, but that Parliamentary time has not been found to bring them into legislative effect. Finally it may be noted that the committee of the association favours the construction of a limited number of carefully planned motorways for the sole use of motor traffic with a view to reducing the volume of high speed and heavy commercial traffic on the existing roads.

### Traffic Courts.

THE subject of special traffic courts which was alluded to in the report of the Pedestrians' Association in the manner just indicated was dealt with by Mr. R. GRAHAM PAGE, Clerk to the Justices, Ringwood (Hants) Petty Sessional Division, in the course of evidence recently given before the House of Lords Committee on the Prevention of Road Accidents. The speaker's paper on the subject, which was read at the Provincial Meeting of The Law Society in 1935, has already been considered in these columns, while the matter itself was mentioned last week. Considerations of space forbid more than a brief further reference to the subject here, but the benefits which the speaker, in his memorandum of evidence before the committee, claimed would result from the adoption of his scheme should be briefly recapitulated. These were (1) consistency in the application of the law; (2) consistency in awards of compensation; (3) adjudication by a tribunal having special knowledge and experience of the type of case before it; (4) relief of the ordinary courts; (5) relief of the police and consequently greater efficiency in the prevention of crime; and (6) the creation of a reservoir of knowledge concerning road traffic problems and consequent application of that knowledge to prevalent problems. It was estimated that the cost would be approximately £10,000,000 a year. LORD ALNESS, the chairman of the committee, described the scheme as novel, interesting, and certainly important.

### Availability of Testamentary Documents.

IN the course of a recent letter to *The Times*, the Hon. General Editor of the British Record Society, Ltd., drew attention to a matter which may, with some confidence, be regarded as of interest to our readers. The writer pointed to the widening interest in wills and other testamentary documents deposited in the various provincial probate registries, not only from the genealogical standpoint, but also for students of topography, writers of parish histories, workers in the economic field and many others who have occasion to make searches among more or less ancient collections of wills. He paid tribute to the arrangements made at Somerset House for searches of this character and regretted the absence of similar facilities in many of the provincial registries, where the officials, though often genuinely interested and willing to help, were handicapped by lack of space and by regulations drafted at a time when far less sympathy was shown to students of records than is now the case. He urged that the ideal arrangement would be one under which the more ancient records at each registry could be handed over to the local records society for deposit in approved quarters. This, it was said, would relieve the registries themselves of unnecessary business with which they were not equipped to deal, and would afford students far easier access to whatever documents they might wish to consult. We entertain some doubt as to the propriety of removing such documents from the custody of the various registries, though the desirability of affording students every reasonable facility is unquestionable. There would, however, appear to be no insuperable obstacles to the provision of such facilities—as for example, by a re-drafting of the existing regulations and the setting aside of a room—without handing over the documents in the manner suggested.

### Recent Decisions.

IN *Lord Advocate (on behalf of Inland Revenue Commissioners) v. Inzievar Estates* (*The Times*, 13th April), the House of Lords allowed an appeal against an interlocutor pronounced by the First Division of the Court of Session as the Court of Exchequer in Scotland, and held that, where the deceased executed a gratuitous assignation of a policy on his life to the respondents after paying fourteen premiums, he paying the next four premiums and the respondents the remaining seven, the estate duty payable under s. 11 (1) of the Customs and Inland Revenue Act, 1889, and s. 2 (1) (c) of the Finance

Act, 1894, was in the proportion of four-elevenths of the proceeds of the policy, as the Crown contended, and not, as the respondents contended, four twenty-fifths—the denominator of the fraction being determined with reference to the number of premiums paid after the assignation, and not, as the respondents argued, with reference to the total number of the premiums paid under the policy.

IN *Performing Right Society v. Lewis* (*The Times*, 13th April), SIMONDS, J., granted an injunction to restrain the defendant from performing without the consent of the plaintiffs, in whom the copyright was vested, four named musical works during the subsistence of the copyright and from using a specified cinematograph theatre for the purpose, but declined to grant an injunction covering in general terms any other musical works (numbering some 2,000,000), the copyright of which was vested in the plaintiffs. The learned judge intimated that the matter was an important one, and if the society wanted to carry the matter further to widen the terms of the injunction he gave leave to appeal.

IN *S. and R. Steamships, Ltd. v. London County Council* (*The Times*, 13th April), SINGLETON, J., held that the defendants were liable in damages to the plaintiffs in respect of delay caused to a steamer by failure of a bridge consisting of two bascule arms which were raised periodically to allow vessels to enter or leave the creek where the steamer was imprisoned. It was held that the defendants were liable on grounds of negligence but not nuisance. See *Hesketh v. Birmingham Corporation* [1924] 1 K.B. 260, 272.

IN *House and Property Investment Company, Ltd. v. Kneen (Inspector of Taxes)* (*The Times*, 13th April), LAWRENCE, J., upheld a decision of the General Commissioners to the effect that a yearly sum payable under a lease by way of further rent equal to the amount of an insurance premium paid by the lessors was to be taken into account in arriving at the gross assessment of the premises under Sched. A to the Income Tax Act, 1918.

IN *Groom v. Crocker and Others* (*The Times*, 14th April), the Court of Appeal (Sir WILFRID GREENE, M.R., and SCOTT and MACKINNON, L.JJ.) upheld a decision in a case heard before HAWKE, J., with a jury, to the effect that the plaintiff was entitled to damages against solicitors who had been nominated by the plaintiff's insurers and who, without his authority, had made an admission of negligence on his behalf in an action brought by his brother against him and the owners of a lorry with which his car had been in collision. The plaintiff alleged that the accident was due solely to the negligence of the lorry driver, who was subsequently convicted of dangerous driving on that occasion. The admission was made with a view to reducing the damages recoverable in that action. But the court reduced the damages awarded in the action now being considered from £1,000 to 40s., and held that a sum of £1,132 12s. 10d., which had been awarded to the plaintiff's brother for damages and costs in the former action, and which had been paid by the insurers, could not be recovered by the plaintiff against the solicitors, since he had suffered no pecuniary damage. The Court of Appeal also held that a sum of £1,000 awarded by the jury in respect of a libel constituted by the said admission was not so excessive as to justify a new trial. In the result the damages were reduced from £3,132 12s. 10d. to £1,002.

IN *Knightsbridge Estates Trust, Ltd. v. Byrne and Others* (*The Times*, 14th April), LUXMOORE, J., held that provisions in a mortgage to the effect that the repayment of principal and interest should be spread over a period of forty years and be effected by eighty half-yearly instalments of principal and interest amounted to a clog on the equity of redemption, and, accordingly, that the mortgagors were entitled to redeem on the usual notice. An ordinary mortgage of freehold land could not be brought within the meaning of "debenture" in s. 380 of the Companies Act, 1929.

## Restriction of Ribbon Development Act, 1935.

### COMPENSATION FOR INJURIOUS AFFECTION. DEVELOPMENT—IMMEDIATELY PRACTICABLE.

UNDER the Restriction of Ribbon Development Act, 1935, no claim to compensation for injurious affection is to be entertained by the official arbitrator unless he is satisfied by the claimant that proposals for development are immediately practicable or would have been but for the Act, and that the said immediately practicable proposals are prevented or injuriously affected by restrictions imposed by the Act.

Briefly, such is the gist of s. 9 (1) of the Restriction of Ribbon Development Act; but in the light of the decision in *Melksham U.D.C. v. Wiltshire C.C.* (1937), 4 All E.R. 142, considerably more needs to be said of this apparently simple provision. Let us examine the usual procedure under the Act. A is a developing owner whose land is subject to the Restriction of Ribbon Development Act. In his opinion, as a developer, the land is ripe for development. It is, in other words, immediately practicable to formulate proposals for that purpose. In accordance with the provisions of the Act he submits his proposals to the highway authority, who may approve them, reject them, or else suggest that, subject to certain alterations, they will grant consent.

Now turn to the *Melksham Case*. The applicants in that case submitted proposals which were disapproved. At a later date other proposals were submitted and received approval. The applicants then claimed compensation for injurious affection caused by the refusal of consent to the earlier proposals.

The matter went to the Divisional Court by way of a case stated by the Official Arbitrator. In his judgment, at p. 143, Hewart, L.C.J., draws attention to the words in s. 9 (1): "immediately practicable at the date of the claim to compensation." According to the learned Lord Chief Justice that means that the proposals must be contemporaneous proposals; they must be current and effective at the date of the claim to compensation.

Lord Hewart then goes on to describe the two sets of proposals as earlier and later proposals. As to the later proposals, there is no injurious affection because consent has been obtained to develop in accordance with them. As to the earlier proposals, upon which the applicants must rely if they are to satisfy the Official Arbitrator that there has been injurious affection, those are not proposals at the date of the claim to compensation. "There had been an afterthought, there had been an actual amendment, and the original proposals, . . . had been given up in favour of the new proposals, . . . New proposals had been clearly formulated, and those proposals undoubtedly were contemporaneous with the claim."

The court held that the proposals current at the date of the claim were not injuriously affected and that the questions asked by the Official Arbitrator as to whether the claimants were entitled to compensation must be answered in the negative.

Now return to the position of A, the developing owner envisaged above. He has submitted his proposals to the local authority. If they are approved his troubles are over. If they are not approved, the authority may send them back with suggestions for amendment. Naturally, the owner, desiring to get on with his development, will, if at all possible, accede, either to the suggestions made, or else bargain for other alternative conditions, submit his amended proposals and obtain consent.

What is his position now? It is certain that there has been an afterthought, and an actual amendment. The earlier proposals are no longer current proposals. The now current proposals are the amended proposals upon which no claim to compensation for injurious affection can arise; because

consent has been given to them. They are not restricted in any way.

To maintain a claim to compensation, it would seem that no bargaining should be acceded to, no amendments made or conditions assented to until a claim to compensation has been made. Thereafter, a fresh application may be made for consent, submitting plans in accordance with the authority's requirements. This will not bar the claim for compensation, because at the material date of the claim there were in existence proposals immediately practicable which were injuriously affected by the restrictions imposed.

Section 9 (4) will then operate to assess the amount of injurious affection at the difference between the market value of the land free from restrictions and the market value subject to restriction; subject to the proviso that the arbitrator will take into account any "modification of those restrictions by reason of any consent given by the highway authority and any conditions attached to such consent, or by reason of any undertaking given or proposed to be given by the highway authority, and any such conditions, consent, or undertaking, shall be embodied in the award."

The latter part of the proviso might seem to suggest that the course envisaged by the Legislature is that the owner should await the offer of the highway authority until the arbitration, when the offer would be embodied in the award. This delay, however, must give rise to many difficulties, which it is essential should be offset, and which would be offset by the procedure set out above.

The material date is the date of the claim; and while the arbitrator is to take into account any consent of the highway authority, such consent does not militate to disprove that at the material date there were immediately practicable proposals which have been injuriously affected.

## Company Law and Practice.

ONE of the most famous cases in this branch of the law and which is probably known to almost every practitioner by name, is that of *The Royal Bank v. Turquand*. *British Bank v. Turquand*, 6 E. & B. 327, and the proposition which it authorises is that if, on the constitution of a company, as it appears to the public, directors might have been authorised to do certain things such as, for example, to enter into contracts, a stranger to the company is entitled to assume that the directors had been so authorised. In the concluding words of the judgment of Jervis, C.J., in the Court of Exchequer Chambers, this is very clearly expressed: "We may now take for granted that the dealings with these companies are not like dealings with other partnerships and that the parties dealing with them are bound to read the statute and deed of settlement. But they are not bound to do more. Another party here on reading the deed of settlement would find not a prohibition from borrowing, but a permission to do so on certain conditions. Finding that the authority might be made complete by a resolution he would have a right to infer the fact of a resolution authorising that which on the face of the document appeared to be legitimately done." "Resolution" here means ordinary resolution, and one of the first exceptions to the rule is to be found in the case where what was done would have required a special or extraordinary resolution. The grounds for this distinction are clearly stated in the unintelligible case of *Irvine v. Union Bank of Australia*, 2 App. Cas. 366, namely, that a special resolution passed by a company requires to be filed with the Registrar of Joint Stock Companies, and therefore, notice that it has been passed and inferentially, if it is not, notice that it has not been passed is given to the whole world.

In this case, not even an ordinary resolution, but merely the votes of one-half of the shareholders given at a general meeting was required to authorise the act in question.

Nevertheless it was held by the Privy Council, on the grounds I have indicated, that it could not be assumed by a stranger to the company that the act had been authorised. The principle is simple and reasonable and has been followed since, but the actual decision in this case must remain a complete enigma.

A great deal of further discussion of this principle is to be found in vol. 2 of the 1927 Law Reports. The first of the cases there reported, *Houghton & Co. v. Nothard Lowe & Wills Ltd.*, decides, according to the headnote, that although a person, who contracts with an individual director or servant of a company knowing that the board of directors has power to delegate its authority to such an individual, may, under certain circumstances, assume that that power of delegation has been exercised, and that he may safely deal with the individual in question as representing the company, he cannot rely on the supposed exercise of such power, if he did not know of the existence of the power at the time that he made the contract: and that the doctrine of constructive notice operates adversely to a person who neglects to inquire; it does not entitle such a person to claim for his own advantage to be treated as having knowledge of the facts which inquiry would have disclosed. This was a case where a person had contracted with a director of a company and sought afterwards to show that the director had power to bind the company in that contract, and Sargant, L.J., in his judgment states the position of the law as follows: "Next as to the power to delegate which is contained in the articles of association. In a case like this where that power of delegation had not been exercised and where admittedly . . . the plaintiff firm had no knowledge of the existence of that power and did not rely on it, I cannot for myself see how they can subsequently make use of this unknown power so as to validate the transaction. They could rely on the fact of delegation had it been a fact, whether known to them or not. They might rely on their knowledge of the power of delegation, had they known of it, as a part of the circumstances entitling them to infer that there had been a delegation and to act on that inference, though it were in fact a mistaken one. But it is quite another thing to say that the plaintiffs are now to rely on the supposed exercise of a power which was never in fact exercised and of the existence of which they were in ignorance at the date when they contracted." This passage certainly seems to justify the summary of the effect of the decision contained in the headnote and it would seem that this constitutes a further important qualification to the rule in *The Royal British Bank v. Turquand*. It is to be observed that this view is difficult to reconcile with the cases where it is said that the whole world is deemed to have notice of the memorandum and articles of association of a company, but it may be that such constructive notice only operates in favour of the company and not against it.

This principle was applied by the Court of Appeal in another case in the same volume of the Law Reports (*Kreditbank Cassel v. Schenkers Ltd.*, at p. 826). This case, apart from enforcing this principle, is extremely interesting, for it shows that the difficulty referred to above is a real difficulty, for it was felt by Scrutton, L.J., who says in his judgment: "I hope it is not disrespectful to express the wish that Sargant, L.J., who is thoroughly conversant with this branch of the law, had explained to those not equally familiar with it, how this" (i.e., the principle indicated by Sargant, L.J., in that part of his speech above quoted) "fits in with the doctrine enunciated in a line of cases of which *Mahony v. East Holyford Mining Co.*, L.R. 7, H.L. 869, is an instance, that a person is deemed to know of the company's articles of association." This difficulty must, however, remain unresolved, but there is a practical difficulty about applying the principle, namely, the question whether notice to a person that a company's articles incorporate Table A, give that person notice of all the provisions of Table A for that purpose.

In the *Kreditbank Cassel Case* there were several other grounds on which the Court of Appeal would have arrived at the same conclusion, but they expressly said that they were following *Houghton's Case*.

In the last case to which I propose to refer, *British Thomson Houston Co. v. Federated European Bank Ltd.* [1932] 2 K.B. 176, also in the Court of Appeal, it was held that the plaintiffs were entitled to presume that the directors of the defendant company had authorised one of their number to sign contracts on behalf of the company, there being power in the articles for the board to delegate their powers to one or more of their body. This provision was unknown to the plaintiffs. The articles of association were only produced in the Court of Appeal for the first time. The company raised the defence that in view of the cases referred to above the plaintiffs could not be entitled to rely on such delegation having taken place. This defence did not succeed on the ground that no such rule would apply where directors have power to appoint one of their number to do acts on their behalf by Scrutton and Slesser, L.J.J., following the remarks of Atkin, L.J., to that effect in *Houghton's Case*, but it is difficult to see on what principle this distinction rests, and by Greer, L.J., that the defendant company had actually represented that that one director had the necessary authority to contract. Scrutton, L.J., was the only member of this court who decided the *Kreditbank Cassel Case*, and he points out that there were other grounds on which the court could have come to this decision in that case, and Greer, L.J., makes the following observations with regard to *Houghton's Case*: "If it were necessary for the decision in this case to apply the first ruling, as stated in the headnote to *Houghton & Co. v. Nothard Lowe and Wills*, I should find myself in some difficulty." He quotes the passage referred to above, and goes on: "If I rightly understand the decision in that case, it proceeds upon that proposition as good law." And later he says: "I reserve for further consideration how the first ruling in *Houghton's Case* is to be reconciled with *Mahony v. East Holyford Mining Co.*"

It will thus be seen that the exact extent of the rule in *The Royal British Bank v. Turquand* is by no means clear, and that there is a divergence of opinion in the Court of Appeal which seems unlikely to be reconciled in that court.

Readers of this article who at any time have to consider this case should look at a note by the reporter at the end of the report of *British Thomson Houston Co. v. Federated European Bank Ltd.*, where the cases on this point are usefully collected and a suggestion made as to how the cases can be reconciled.

## A Conveyancer's Diary.

I PROPOSE this week to remind the reader of some of the important cases in the Chancery Division and the Court of Appeal reported in the Law Reports during the last sittings.

### Some Cases Reported during the Hilary Sittings.

*Re Legh's Settlement Trust: Public Trustee v. Legh* [1938] 1 Ch. 39; 81 Sol. J. 701, was a case upon the construction of a will, the decision in which had the effect

of defeating the obvious intention of the testator. In exercise of a power of appointment, a testator appointed certain funds to trustees "Upon trust during the joint lives of my said grandson and grand-daughter David Ian Cowie and Jennifer Jean Cowie to pay the income thereof to them in equal shares as tenants in common and after the death of either of them to pay the whole of the income thereof to the survivor of them during the residue of his or her life . . ." Neither of the two grand-children was alive at the date of the deed creating the power, and the question was whether the gift of the whole income to the survivor was void for perpetuity.

The Court of Appeal held that the gift of the whole income to the survivor was contingent and consequently void. Sir Wilfrid Greene, M.R., cited *Whelby v. Von Luedecke* [1906] 1 Ch. 173, the decision in which has been the subject of some criticism, but his lordship followed it. Romer, L.J., in his judgment, referred to the fact that the intention of the testator would be defeated by the decision. His lordship said: "Where the words of a bequest or devise are legitimately capable of two constructions the court will always be ready to adopt that one that will give effect to what may be thought to be the testator's real intentions. But if in the present case the words used by the testator are only capable of being read as conferring a contingent life interest upon the survivor of his two grand-children, then that must necessarily be assumed to have been his intention. By so construing them, therefore, his words will be given the meaning that he intended them to have. His intention that the reversionary life interest should take effect will no doubt be defeated. But it will have been defeated by the rule against perpetuities and not by this court of construction."

So the rule against perpetuities was to blame. In *Re Samuda's Settlement Trust* [1924] 1 Ch. 61, Eve, J., had endeavoured to avoid such a result, but the Master of the Rolls would have none of it.

*Re Spence: Barclays Bank, Ltd. v. Mayor etc. of Stockton-on-Tees* [1938] 1 Ch. 96; 81 Sol. J. 650, was yet another case upon the question whether a gift was or was not charitable.

A testator gave his collection of arms and antiques to the Corporation of Stockton-on-Tees on condition that they deposited the same in one of the rooms of the public hall thereafter referred to. Then he gave his residuary estate to his trustee (the plaintiff bank) upon trust for sale, and after payment of debts, and after making certain payments thereout, to apply the proceeds of sale "in the purchase of a suitable site of land at Stockton-on-Tees and in or towards the erection on such site of a public hall which site and hall when completed shall be presented by the bank to the Corporation of Stockton-on-Tees . . . to be used by the said corporation for such public purposes as it may from time to time consider desirable and the surplus (if any) shall be paid to the said Corporation of Stockton-on-Tees absolutely to be used by the said corporation for such public purposes as it may from time to time consider desirable." Luxmoore, J., held that the reference to "public purposes" in the will was limited to public purposes for the benefit of the inhabitants of the particular borough mentioned in the will and excluded any possibility of the hall being used for private purposes. The gift for the purchase of a site and the erection of a public hall thereon was therefore a valid charitable gift. His lordship was able to distinguish the decision in the House of Lords in *Houston v. Burns* [1918] A.C. 337, where the gift was to trustees to be applied "for such public, benevolent or charitable purposes in connection with the parish of Lesmahagow or the neighbourhood in such sums and under such conditions as they in their discretion shall think proper," and it was held that the gift was void.

*Woolwich Equitable Building Society v. Preston* [1938] 1 Ch. 129; 81 Sol. J. 943, raised rather a curious technical point. In a mortgage to a building society it was provided: "The mortgagor hereby attorns and becomes tenant from year to year to the society of such part or parts of the mortgaged property as are in the occupation of the mortgagor at the yearly rent of sixpence: Provided always that the society may at any time after the power of sale hereby conferred shall have become exercisable and without giving any previous notice to quit enter upon and take possession of the mortgaged property whereof the mortgagor has attorned tenant as aforesaid and determine the tenancy created by such attornment." The mortgagor having defaulted and the power of sale having become exercisable, the society issued an originating summons claiming, *inter alia*, possession. The

mortgagor did not appear, but the master seems to have raised the point that if the tenancy was to be determined other than by six months' notice there must be compliance with the terms of the proviso to the attornment clause, that is, the society must take possession, and as that had not been done the tenancy was not determined. Clauson, J., held that the issuing of the summons was equivalent to taking possession, following what was said by Warrington, J., in *Moore v. Ullocoats Mining Co., Ltd.* [1908] 1 Ch. 575.

*Re Drake's Settlement Trusts: Wilson v. Drake* [1938] 1 Ch. 133; 81 Sol. J. 921, was a case regarding succession duty, raising the question as to what is the proper time for ascertaining the predecessor under the Succession Duty Act, 1853. Under a will a testator, A, was entitled to property for an estate in fee simple in remainder expectant upon the death of a tenant for life, but defeasible if A failed to survive a certain date, in which event B would become absolutely entitled to an estate in fee simple. Before that date arrived, A and B agreed to settle the property upon certain trusts and afterwards joined in making a settlement accordingly. In the events which happened, the contingency on which A's interest would cease and B would become entitled never took place.

It was held by the Court of Appeal that the time for ascertaining the predecessor or predecessors from whom a successor derives his succession for the purposes of the Succession Duty Act, 1853, is the time when the disposition is made creating the succession and not when the succession falls into possession. It was held consequently that a successor under the agreement and settlement made by A and B derived his succession from both A and B as predecessors and not from A alone, and as the proportional interest derived from each predecessor was at the critical time not distinguishable, the successor must, pursuant to s. 13 of the Succession Duty Act, 1853, be deemed to have derived his succession in equal proportions from A and B.

In *Re Winterstoke* [1938] 1 Ch 158; 81 Sol. J. 882, Clauson, J., seems to have departed from a well established rule and left us in uncertainty, not to say perplexity, on the point raised in it. Trustees had, upon the death of a tenant for life, sold certain investments, and the executors of the deceased tenant for life claimed that part of the proceeds of sale ought to be regarded as income and a proportionate part thereof paid to them. It certainly has never been the practice to pay any such proportionate part to the representatives of a deceased tenant for life. Clauson, J., said: "In small cases, I dare say even in large cases, it has no doubt been the practice, a practice possibly justified by certain dicta of Stirling, J., in *Bulkeley v. Stephens*, not to make this special reservation for the tenant for life or to account to his executors for the apportioned dividend; but it appears to me that where the question has been raised and there is no difficulty in ascertaining the figure which would be payable to the executors, the trustees may properly deal, and ought to deal, with the matter in the way I have indicated, that is to say, by accounting to the executors of the tenant for life for the apportioned dividend." Now Stirling, J., in *Bulkeley v. Stephens* [1896] 2 Ch. 241, pointed out the extreme difficulty in every case of determining what sum should be paid to the representatives of the deceased tenant for life. In fact his lordship said: "I do not see how it can be determined except by means of the evidence of stockbrokers as to the price at which the stock would have been sold at the actual time of the sale *ex dividend*, the difference between this and the actual price being treated as the value of the dividend. That would in many cases result in a conflict of evidence and the trustees would have to come to the court for protection . . . Looking at all these circumstances I am not prepared to introduce any novel practice applicable to the sale of shares in the ordinary course of the execution of a trust consequent upon the death of a tenant for life." It has remained for

Clauson, J., to introduce the "novel practice" referred to by Stirling, J., but it seems only when "the question is raised" and there is "no difficulty" in ascertaining the amount payable to the tenant for life's representatives.

## Landlord and Tenant Notebook.

THE liability of assignees of terms upon covenants which touch and concern the thing demised appears to have been recognised by the common law; such, at least, is the conclusion arrived at by the editors of "Notes to Saunders' Reports," in their discussion of *Thursby v. Plant*. At one time it appears

to have been thought that such liability continued only during the lifetime of the original lessor; but the point is purely academic, for the Statute 32 Hen. VIII, c. 34, while passed primarily because certain grantees of reversions belonging to monasteries found themselves unable to enforce covenants against lessees, mentioned the lessees' executors, administrators "and assigns." Hence, in *Hyde v. Dean and Chapter of Windsor* (1597), Cro. Eliz. 457\*, 522, when an assignee of a term was sued for breach of a tenant's covenant to repair the house demised at all times whenever necessary, the failure to plead that the grantee was still alive made no difference to the decision.

Judgment against the assignee of the term was given and upheld in that case, but the court added that his position would have been otherwise if the covenant were to build a new house. The importance of the distinction between continuing covenants and those which stipulate for the complete performance of a defined act has often been illustrated since.

Thus, in *Grescot v. Green* (1700), 1 Salk. 199, Holt, C.J., trying a claim against an assignee of a lease for breach of a covenant to rebuild a house within a certain time which had elapsed before the assignment, said "the covenant shall not bind the assignee, because it was broke before the assignment; *aliter* if broke after, or if the lessee had assigned before the time expired." This authority was followed in *Churchwardens of St. Saviour's, Southwark v. Smith* (1762), 1 W. Bl. 351, when an assignee was sued, more than seven years after the commencement of the term, for breach of a covenant to pull down and rebuild a house within that period.

But the question has not always been so simple. Covenants obliging tenants and their assignees to repair and deliver up what did not exist and to keep in repair what had never, as far as they knew, been in repair if in existence, gave rise to some argument.

Thus, in *Nouaille v. Flight* (1844), 7 Beav. 521, a reference as to title in an action on a contract to assign a term, disclosed the following facts. Under an agreement for a lease, made in 1789, the intending tenant undertook to build fifty houses. In 1792 he had built sixteen of them and the lease was then granted, the tenant covenanting to build and finish the balance of thirty-four houses within the next five years. He also covenanted to repair them during the term, and at the expiration of or the sooner determination of the lease, peaceably and quietly to deliver up the houses. A proviso for re-entry covered any breach of covenant. In fact, the tenant built only fourteen more houses, but the landlord took no steps to enforce the covenant or forfeit the lease, and continued to receive rent. In 1815 the plaintiffs acquired the term, *via* the tenant's mortgagee. The lessor continued to accept rent. In 1840 the defendant agreed to buy the plaintiff's interest, and then queried the title. The defendant's contentions were upheld. The lessee and assignees were under a three-fold obligation; fifty houses were to be kept in repair and delivered up in repair; and the title was bad.

Then the decision in *Payne v. Haine* (1847), 16 M. & W. 541, laid it down that a covenant to keep premises in good repair bound the covenantee to put them into repair though he found them in disrepair. And in *Bennett v. Herring* (1857),

3 C.B. (N.S.) 370, the limitations of the earlier decisions were further emphasised: a builder taking a ninety-nine year lease covenanted to finish two houses, at the time "in carcase only," within two months, and thereafter to keep them in repair, paint them at stated intervals, etc.; he failed to complete them, and three years later it was held that *both* the covenants had been broken.

The consequent position of assignees was demonstrated by *Plummer v. Johnson* (1902), 18 T.L.R. 316. The defendant in this case bought, in 1897, the residue of a twenty-one-year underlease created in 1882, which had already changed hands several times: in 1891 the grantee assigned it to one B, who in 1895 assigned to a company, which in 1897 went into liquidation; the defendant then acquired the last four years from the liquidator, and when three of them had elapsed he assigned to a Mrs. D. Presumably the object of the last assignment was to escape liability for dilapidations; but the landlord, having ejected Mrs. D., sued the defendant for breach of a covenant to repair and *keep in repair*. It was held that such a covenant once broken was always broken.

It may be noted here that in the course of *Lurcott v. Wakely and Wheeler* [1911] 1 K.B. 905, C.A., Fletcher Moulton, L.J., had occasion to examine at length the differences between covenants "from time to time well and substantially to repair," "to keep in thorough repair" and "to keep in good condition." His lordship saw little difference between the last two, but the possibly important thing was that, as compared with the covenant "to repair," they referred to a state and not to an operation by which that state was brought about. A covenant to keep in repair or in good condition is thus more stringent than a covenant to do repairs.

The question of indemnity from claims after an assignment is usually regulated by the contract of sale. A decision to bear in mind when considering this aspect of the matter is *Gooch v. Clutterbuck, Davis (Third Party)* [1899] 2 Q.B. 148, C.A., if only for the important distinction drawn by Vaughan Williams, L.J., between a covenant to keep indemnified from performance and a covenant to keep indemnified from actions for non-performance. The defendants in that case were executors of a tenant and were sued for breaches of covenant to repair committed by the testator. They brought in as third party the purchaser to whom they had assigned and who had covenanted with them as follows: "that he will henceforth pay the rent by the said lease reserved, and observe and perform the lessee's covenants therein contained, and from the payment and performance thereof respectively will keep indemnified the vendors, and the estate and effects of the said testator." A. L. Smith, L.J., held that there was no limitation in the words of this covenant; Rigby, L.J., thought its meaning not very clear, but agreed "on the whole" with the construction in favour of the defendants, and Vaughan Williams, L.J., agreeing, described the wording as "peculiar" because the purchaser covenanted to keep the vendors indemnified "from performance" instead of from the more ordinary "actions for non-performance." His lordship also pointed out that the assignment made it impossible for the defendants to perform the covenant. With respect, it is submitted that Lord Justice Rigby's characterisation of the covenant appears to give no effect to the word "henceforth," and one wonders whether, if rent had been owing at the date of the assignment, the purchaser could have been called upon by the ex-tenant's executors in this way. But there were surrounding circumstances which went to support their contentions in the particular case; for the premises, held at a nominal ground rent, were visibly out of repair, and a forfeiture notice which had been served upon the defendants on the day on which they agreed to assign had been disclosed, in answer to requisitions, before completion. This, coupled with the fact that the vendors were executors engaged in winding up an estate, pointed to an intention by the purchaser to take over all burdens connected with the lease.

## Our County Court Letter.

### POUND BREACH.

In *Hallewell Estates, Ltd. v. Rodgers*, recently heard at Sheffield County Court, the claim was for £11 0s. 6d. as damages for pound-breach. The case for the plaintiffs was that they owned a house, which was let on a weekly tenancy. The rent was in arrear, to the extent of £2 15s., for which amount a distress was levied. The certified bailiff impounded a piano, but it was not removed—at the request of the tenant, who signed an agreement for walking possession, with the usual power of re-entry. On returning to the premises, for the purposes of inspection, the bailiff found the piano had been loaded on to the lorry of the defendant. The latter was shown the warrant, and was informed that the piano was in the custody of the law, but he nevertheless removed it in accordance with instructions from another quarter. The defendant's case was that he had no knowledge of the distraint, and was instructed by the tenant's wife to remove the piano. His Honour Judge Essenhigh gave judgment for treble damages (under 2 W. & M., sess. 1, c. 5, s. 4), and for the amount of the bailiff's charges and the hire of the lorry, being the amount claimed, with costs. It is to be noted that ignorance of the distraint is no defence to an action for wrongful removal of impounded goods. See *Lavell & Co., Ltd. v. O'Leary* [1933] 2 K.B. 200.

### LOSS OF GOODS ON RAILWAY.

In *Collins v. London Midland & Scottish Railway Co.*, recently heard at Tewkesbury County Court, the claim was for £2 (the value of a greyhound lurcher dog) as damages for breach of contract. The plaintiff's case was that, on the 31st December, he paid 1s. 4d. and sent the dog, at company's risk, to an address at Haresfield. The same day he was informed that the dog had been lost from Cheltenham Station. The defendants contended that they were not common carriers of dogs; and, in the absence of negligence, they were not liable for the loss of goods sent at company's risk. The head porter's evidence was that the dog had been chained to the arm of a long seat, where it remained half an hour for the connection. It was still there, two minutes before the train arrived, but it was apparently frightened by the approach of the train. It accordingly must have slipped its collar, which was afterwards found chained to the seat, but the dog was missing. His Honour Judge Kennedy, K.C., held that the loss had occurred through the collar not being tight enough. The defendants had not been negligent, and judgment was given in their favour, with costs. See a previous case, noted under the above title, in the "County Court Letter" in our issue of the 12th March, 1938 (82 Sol. J. 209).

### THE CONTRACTS OF FOOTBALL CLUBS.

In *Herbert v. Hickling*, recently heard at Burton-on-Trent County Court, the claim was for £4 15s. for out-of-pocket expenses, incurred by the plaintiff while acting as secretary of Gresley Rovers Football Club from 1929 to 1931. The plaintiff resigned at the annual general meeting (in July, 1931), when there was outstanding a sum expended by the plaintiff for travelling expenses of the team. These were paid on the understanding that the financial secretary would reimburse the plaintiff. There were no rules of the club, but the defendant was the present secretary, and was liable to the extent of any club funds in his possession. The defendant's case was that he only became secretary in March, 1935, and on the understanding that he should not be liable for past debts. Any liability was upon the club, or the whole of the members, and not upon any individual official. His Honour Judge Longson gave judgment for the defendant, without costs. Compare a case, noted under the above title, in the "County Court Letter" in our issue of the 5th March, 1938 (82 Sol. J. 190).

## Practice Notes.

### LEAVE TO APPEAL TO HOUSE OF LORDS.

By the Administration of Justice (Appeals) Act, 1934, s. 1 (1) and (2), leave to appeal to the House of Lords must be obtained either from the Court of Appeal or from the Appeal Committee of the House of Lords. Terms as to costs and otherwise may be imposed. In *Rowell v. Pratt* [1938] A.C. 101, 81 Sol. J. 765, the question was whether a return made by a grower of potatoes to the Potato Marketing Board (set up under the Agricultural Marketing Act, 1931) is privileged from production in all legal proceedings other than those specifically mentioned in the proviso to s. 17 (2) of the Act. The county court judge had held that the return was privileged; the Court of Appeal—by a majority—reversed his decision; [1936] 2 K.B. 226 (Slessor, Greene, L.J.J., Greer, L.J., dissenting). That court gave leave to appeal to the House of Lords on the terms that the appellant agreed to pay the costs of the appellant in any event. In the House of Lords Lord Maugham said that doubtless there are cases where leave to appeal should only be granted on such terms—but not, he thought, where the Court of Appeal by a majority was reversing the decision of the trial judge. The Appeal Committee of the House, he opined, would probably have granted leave to appeal without the imposition of such a term (at p. 117 of [1938] A.C.).

### NEW TRIAL.

In *Rowell v. Pratt*, the Court of Appeal, holding that the document was not privileged from production, had ordered a new trial. Lord Maugham, however, made important observations upon the granting of a new trial, in which the other learned law lords concurred (at pp. 115, 116).

By Ord XXXIX, r. 6, mere rejection of evidence is not sufficient to allow of an order for a new trial unless "some substantial wrong or miscarriage of justice has been thereby occasioned." Technically, the refusal of the judge to order production of a document in the hands of a third party is not a "rejection of evidence"; that stage is not reached until counsel, upon its production, decides to put it in evidence. But the modern practice is to apply the same rule by way of analogy. It is not the law that

"if a litigant is unable to secure the production at the trial of a document in the hands of a third party who has no just cause for withholding it, that alone is a ground for holding that some substantial wrong or miscarriage of justice has been occasioned and for directing a new trial. Such a litigant is in no better position to demand a new trial than one who fails to secure the attendance on subpoena of a witness, the other party to the litigation not being in any way responsible for the failure."

In the High Court the remedy is against the witness who failed to obey the subpoena; but the litigant would probably be able, under the powers of the court, to get production. In the county court, however, a subpoena *duces tecum* is a summons issued under s. 109, County Courts Act, 1934, and Ord. XX, r. 8, County Court Rules, 1936; the penalty for failure "without sufficient cause" to produce the document is a fine not exceeding £10 which may be applied towards indemnifying the party injured by the failure to produce.

In the present case there was no *prima facie* evidence that the return contained such statements as were imagined by the respondent, who wished to have the return produced in order to support his counter-claim:

"It is not sufficient to show that the new evidence exists and is relevant to the issue; he must establish that the evidence is *prima facie* likely to be believed and if believed would, if not conclusive, at least form a determining factor in the result: see *Brown v. Dean* [1910] A.C. 373; *Hip Foong Hong v. H. Neotia & Co.* [1918] A.C. 888."

## POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breems Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped, addressed envelope is enclosed.

### Aggregation for Estate Duty.

Q. 3538. Miss N by her will devised a house to Mr. F. The house was not devised free of duty. Mr. F has, therefore, to pay his own succession duty and also a proper proportion of the estate duty on the house, the value of which has been agreed at £350. Miss N's free estate amounts to about £1,200, and if she had been interested in no other estate the rate of duty payable would only have been 3 per cent. Miss N, however, was interested for life in considerable other trust funds, and as these funds had to be aggregated with her free estate the rate of duty payable on such free estate was increased to 7 per cent. Has Mr. F to pay duty at 7 per cent. on the value of the house instead of 3 per cent.? If so, it does seem particularly hard seeing that Miss N's free estate would only have attracted duty at 3 per cent.

A. This is one of the cases in respect of which there are constant complaints about the unfairness of the law. In the absence of provision in the will for paying the duty from another source, real property must bear its own duty at the rate governed by the rules as to aggregation. Mr. F must pay estate duty at 7 per cent.

### Cost of Succession Duty Account.

Q. 3539. A by her will gave a freehold house to B absolutely. As nothing has been said about death duties these fall on B. Does the cost of passing the succession duty account fall on the general estate or on B? Please quote any authorities applicable.

A. Originally executors were not liable for succession duty as the land did not vest in them but passed direct to the devisee who naturally had to discharge any duty and the costs of assessing it. Now that executors are liable to the Inland Revenue they have a right to recover the duty and any interest and "costs attributable thereto" from the person beneficially entitled (L.P.A., 1925, s. 16 (5)).

### Effect of Devise of Lands "BETWEEN PERSONS TO DO AS THEY WISH WITH."

Q. 3540. X, by his will, gave unto A and B the house and land known as Blackacre "between them to do as they wish with it," and appointed A as one of his executors. X died and his will was duly proved by the executors thereof. A has died before the completion of the administration of X's estate, and no assent has been made in favour of A and B. What (if any) is the interest of A's personal representatives in Blackacre or the proceeds of sale thereof?

A. The will of X constituted a devise to A and B in undivided shares (*Lashbrook v. Cook*, 2 Mer. 70; *Attorney-General v. Fletcher*, 13 Eq. 128: gifts by will of lands "between" persons), and the devise accordingly operated as a devise to the trustees of the will (if any) for the purposes of the Settled Land Act, 1925, or if there are no such trustees to A and his co-executors, and in either case upon the statutory trusts and subject to the rights and powers of the personal representatives of X for purposes of administration. The personal representatives of A thus have no interest in the legal estate but are entitled (subject to any claims thereon of the personal representatives of X in due course of administration) to an equal undivided half share of the net rents and profits pending sale, and of the net proceeds of sale when sold.

### Costs—COMPULSORY ACQUISITION.

Q. 3541. I am solicitor for clients whose properties have been compulsorily purchased under Pt. 1 of the Housing Act, 1930. Would you please advise at what point my bill should commence. Am I entitled to charge such items as: Attending client on his receiving notice to treat; or on his receiving notice that the local authority were about taking possession; attending land agent who carried out the negotiations; and so forth?

A. It is considered that the bill should commence with the item of instructions for claim to compensation, and this item will cover the attendances with regard to the notice to treat and a perusal thereof. The bill will then continue with the entries relating to the negotiations with the authority, including the attendances and correspondence on and with the witnesses, such as the land agents, etc. If, of course, the negotiations were conducted by the land agents, then it is hardly likely that the solicitor would be entitled to any costs, unless it could be shown that the agent was acting on the solicitor's instructions.

### Length of Statutory Tenancy.

Q. 3542. A tenant of a controlled cottage died some years ago intestate, leaving his widow who was residing with him. The widow has continued to live in the cottage and is clearly a tenant under the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920. See 12 (1) (g). The widow now has her son and daughter-in-law living with her. In the event of the widow dying intestate, will the son likewise become a tenant under the same sub-section?

A. The widow's son will not become a statutory tenant: see *Pain v. Cobb* (1931), 47 T.L.R. 596.

### Conveyance in consideration of a Rent-charge—COVENANT TO REGISTER SUBSEQUENT CONVEYANCES AND PAY A FEE ON REGISTRATION—WHETHER RUNNING WITH THE LAND.

Q. 3543. About 1889, A was the owner of a building estate and conveyed plots thereon in fee simple to purchasers in consideration of a perpetual yearly rent-charge and certain covenants including one to erect a dwelling-house on the plot. Each original purchaser covenanted for himself his heirs, executors and administrators to the intent to bind not only himself personally, but also as far as practicable all persons claiming title under him, and to bind the plot into whosoever hands the same might come, that every conveyance of the plot should be produced to the owner of the rent-charge in order that notice of such conveyance might be registered and that he should be entitled to receive from the person producing such conveyance a fee of 13s. 4d for such registration. The question has now been raised as to whether a subsequent purchaser of any of the plots with the house erected thereon is bound by the above-mentioned covenant to produce his conveyance and pay the prescribed fee for registration. Is any subsequent purchaser bound by the covenant in question? There is nothing in the original conveyances binding the original purchaser or subsequent vendors to require subsequent purchasers to enter into a similar covenant in order to keep it in force.

A. We have not been able to trace any authority upon this point. We express the opinion, however, that subsequent purchasers are not bound even with notice. The covenant is neither negative in form nor in substance.

## To-day and Yesterday.

### LEGAL CALENDAR.

18 APRIL.—On the 18th April, 1635, Sir John Bramston was installed as Chief Justice of the King's Bench. "First the Lord Keeper made a grave and long speech signifying the King's pleasure for his choice and the duties of his place, to which after he had answered at the Bar returning his thanks to the King and promising his endeavour of due performance of his duty in his place he came from the Bar into court and there kneeling took the oaths of Supremacy and Allegiance; then standing he took the oath of judge."

19 APRIL.—In February, 1830, the Danish minister at the court of the Grand Duke of Mecklenburg Schwerin was mysteriously murdered near his house. Suspicion fell on a coachman and a valet, who were instantly arrested. Time after time they were brought before the court and evidence of various kinds was taken down, but so tardy was the judicial system that six years went by and no real progress was made towards the solution of the problem of guilt. At last on the 19th April, 1836, the Court of Gottingen, despairing of making any fresh discoveries, acquitted the accused.

20 APRIL.—In a letter written in 1858, the future Lord Bowen records that on the 20th April "I wound up with Hawkins and betook myself to Christie's, 2, Stone Buildings, Lincoln's Inn, where I am at present endeavouring, as far as possible, to disturb the peace of domestic circles throughout the country by making blunders in marriage settlements and creating irremediable flaws in titles. As yet I have not been allowed to do much harm, but hope to be permitted to do more as soon as I have learnt a little about it."

21 APRIL.—On the 21st April, 1820, James Ings was tried at the Old Bailey for his part in the Cato Street conspiracy. When the police had burst into the place where the plotters were arming for the purpose of murdering the Cabinet and raising a revolution, he was caught in the stable. In the confusion he broke away, fired a pistol at one of his pursuers and was finally stopped by a watchman. After a trial lasting two days he was found guilty and he was among the five who were hanged at Newgate.

22 APRIL.—Sir John Somers became Lord Chancellor on the 22nd April, 1697, after having been four years Lord Keeper.

23 APRIL.—On the 23rd April, 1928, the trial of Frederick Browne and William Kennedy opened before Mr. Justice Avory at the Old Bailey. The two gunmen were accused of the murder of Police Constable Gutteridge, who had been found shot dead on an Essex road. The unfortunate officer had held up the motor-car in which they had been driving, and while he was taking particulars in his note-book he had been shot dead. The two criminals were of very different character—Browne a man of undoubted courage and resource, Kennedy a mean sneak. Both were convicted and hanged.

24 APRIL.—On the 24th April, 1345, died Richard de Bury, Bishop of Durham, once Lord Chancellor. Perhaps the most interesting thing about him is his naive account of how he collected his library: "When we performed the duties of Chancellor of the most invincible and ever magnificently triumphant king of England, Edward III . . . an easy opportunity was afforded us under the countenance of royal favour for freely searching the hiding places of books. For . . . it was reported not only that we had a longing desire for books, and especially for old ones, but that anybody could more easily obtain our favour by quartos than by money . . . Without doubt many

who perceived us to be contented with gifts of this kind studied to contribute these things freely . . ."

### THE WEEK'S PERSONALITY.

Lord Chancellor Somers ranks among the younger occupants of the Woolsack, for he was only forty-six when William III raised him to the highest position in the law. Amongst those who made the Revolution of 1688, he stands out conspicuously by the loftiness of his character, his disinterestedness, his wisdom and his industry raising him to a higher plane of statemanship than most of the men who embarked on that adventure. Grave and formal in the external relationships of life, he could nevertheless on occasions of relaxation show himself an agreeable companion. It was a very considerable achievement for the son of a country attorney to have been the architect of so considerable a fortune as his own, especially as he framed his behaviour on the maxim which he afterwards chose for his motto: "*Prodesse quam Conspici*." Addison's testimony to his worth is sufficient to establish it: "He had worn himself out in his application to such studies as made him useful or ornamental to the world, in concerting schemes for the welfare of his country and in prosecuting such measures as were necessary to make those schemes effectual . . . Let the reputation of the action fall where it would, so his country reaped the benefit of it he was satisfied."

### THE BIRDS OF LINCOLN'S INN.

A LETTER to *The Times* recently asked whether the Under-Treasurer of Lincoln's Inn still administered a fund left by a member in 1707 for the benefit of the birds there. The testator's bounty took the following form: "In respect I made the two fountains and intend to make a third in the middle of the great garden in Lincoln's Inn, whereby I have given the birds drink, but no victual, I give 12d. every week for feeding the said birds. All the term time the butler is to give them the crumbs of the Hall in respect these birds are warblers and singers to the best of their power." Not so very long ago, Gray's Inn used to make an official allowance of food to the rooks that were wont to build in the gardens. Nevertheless, the feathered race have not always been so happy in their relations with the law. For example, a recent book of memoirs by a gentleman, who was for many years a Sessions Judge in India, relates that on an idle day a judge might formerly spend his time trying and fining the sparrows who had desecrated his court, the fines being paid by the menials whose duty it was to see that there were no sparrows there.

### JUDGES AND DRIVERS.

The press recently had good words to say of the unusually handsome treatment accorded by Lawrence, J., at the Salisbury Assizes to a motorist whose appeal against disqualification he allowed, expressing regret that he should have suffered inconvenience. This understanding spirit arises from the fact that the learned judge himself drives, and knows the difficulties of the road. There is no doubt that of late years our judges have become road conscious. Early in his judicial career, Goddard, J., while in Manchester for the Assizes, chased and overtook a motorist guilty of a piece of bad driving and caused him to be brought to justice. Not very long ago, Lord Roche appeared before the Woodstock magistrates to testify against an obstructive lorry-driver whom he had paced for 2 miles. About the same time, one of the judges of the Court of Session was fined at Edinburgh for leaving his car without setting the brakes, whereby it ran down a steep hill and carried away an area railing. Lord Sankey is road conscious enough, but an unrepentant pedestrian who sees petrol vehicles rather as wild beasts. The late Sir Samuel Evans had reason for similar sentiments, for he was once knocked over by a taxi outside the Law Courts.

## Reviews.

*The Stock Exchange Official Year-Book, 1938.* Compiled and edited by the Secretary of the Share and Loan Department of the Stock Exchange. Crown 4to. pp. cccxxvi and 3,647. London: Thomas Skinner & Co. (Publishers), Ltd. £3 net.

The new edition of the Stock Exchange Official Year-Book, which has just been published, contains notices of forty-three government and municipal loans and 261 companies which were not in the previous edition. Two items which appear for the first time are a note on National Defence Contribution, and a list of British Chartered Companies. There are, as usual, lists of members of the various Stock Exchanges, and a review of legal decisions during the past year affecting companies. The supplementary index, containing references to defunct and other companies no longer included in the Year-Book, can be obtained from the publishers at 2s. 6d. per copy.

*The Medico-Legal & Criminological Review.* Vol. VI, Part I. January, 1938. Edited by GERALD SLOT, M.D., M.R.C.P., D.P.H., C. AINSWORTH MITCHELL, M.A., D.Sc., F.I.C. and D. HARCOURT KITCHIN. London: Baillière, Tindall and Cox. Price 3s. quarterly. Annual subscription, 12s. 6d., post free.

We have received a copy of the January issue of The "Medico-Legal & Criminological Review." The format of the journal has been changed, its size has been increased and its scope considerably widened. We understand that, in addition to all the papers read before the Medico-Legal Society, the journal will contain during 1938 a large number of articles of general interest to members of both the legal and medical professions, including reports of recent cases of special importance from this aspect. The authors of these articles will not only be doctors and lawyers, but will include physicists, analysts and other experts both English and foreign engaged in medico-legal science. Forensic chemistry will also come within the scope of the journal. All the usual features are being continued, including abstracts from current literature drawn from the press of the entire world; in addition papers read before the Manchester Medico-Legal Society are for the first time being included.

## Books Received.

*The Conduct of and Procedure at Public, Company and Local Government Meetings.* By ALBERT CREW, of Gray's Inn and the Middle Temple, Barrister-at-Law, Recorder of Sandwich, and EVELYN MILES, B.A., B.Sc., of Lincoln's Inn, Barrister-at-Law. Sixteenth Edition, 1938. Crown 8vo. pp. xxxii and (with Index) 432. London: Jordan and Sons, Ltd. 7s. 6d. net.

*The Mind of the Juror as Judge of the Facts, or the Layman's View of the Law.* By ALBERT S. OSBORN. 1937. Royal 8vo. pp. xiii and 239. Albany, N.Y., U.S.A.: The Boyd Printing Company.

*Death Duties for Students.* By G. M. GREEN, LL.B. (Lond.), Solicitor, and B. L. PURKIS, of Lincoln's Inn, Barrister-at-Law. 1938. Demy 8vo. pp. xix and 166 (Index, 11). London: Butterworth & Co. (Publishers), Ltd. 7s. 6d. net.

Magistrates who sit in children's courts are to be given a special course on juvenile delinquency, says *The Times*. The lecturers will include an official of the Home Office and three medical psychologists. Matters to be considered are the various factors in juvenile delinquency and the disposal of child offenders. Classes will be held at the Tavistock Clinic, Malet Place, Bloomsbury, on Tuesday evenings beginning next Tuesday. A charge of half a guinea will be made for the whole course, tickets for which should be obtained in advance from the educational secretary of the clinic.

## Notes of Cases.

### Appeals from County Courts.

#### Neale v. Richardson.

Slessor, Scott and Clauson, L.JJ. 24th February, 1938.

CONTRACT—BUILDING A HOUSE—ARCHITECT'S DECISION ON DISPUTED MATTERS TO BE FINAL—BUILDING OPERATIONS COMPLETE—MATTERS STILL IN DISPUTE—ARCHITECT'S REFUSAL TO ARBITRATE OR ISSUE CERTIFICATE—WHETHER BUILDER ENTITLED TO RECOVER BALANCE.

Appeal from Pontypool County Court.

In July, 1933, the plaintiff, a builder, agreed to build the defendant a house. By cl. 8 of the contract: "In all cases of dispute arising out of this contract the decision of the architect shall be binding on all parties." It was also provided that a proportion of the price should be paid on the architect's certificate on the completion of each of certain specified stages in the work and that the final payment should be made "when all details have been completed and the plans, etc., returned to the architect." It was provided that the work should be completed within three months from the signing of the contract. The sum of £450 was paid to the plaintiff on the architect's certificates, and in October, 1933, the plaintiff sent the defendant a bill for £127 balance on the contract and some additional sums for extras. The house was subsequently passed by the sanitary inspector and the defendant given possession of it. In December, 1933, the plaintiff asked the architect for his final certificate, but there being certain disputes as to the work done he suggested arbitration and named an arbitrator. In the course of correspondence, the plaintiff's solicitors contended that all disputes were to be settled by him and that the agreement did not allow him to appoint someone else. Finally, in February, 1937, the architect's solicitors, writing to the plaintiff's solicitors, said that the plaintiff had not completed his contract and that he could not, therefore, grant him any further certificate. In an action by the plaintiff to recover the balance alleged to be owing to him, the defendant contended that there was no final certificate authorising the payment of the sum in dispute. His Honour Judge Thomas gave judgment for the plaintiff.

SLESSOR, L.J., dismissing the defendant's appeal, said that the architect's refusal to carry out his duties had produced a deadlock. The exceptional cases where a building owner was precluded from complaining, when called on to pay the builder, that no certificate had been issued by the architect were, first, where there had been fraud or collusion between the architect and the building owner (see *Botterill v. Ware Board of Guardians*, 2 T.L.R. 621), and, secondly, where the building owner had influenced the architect's judgment (see *Hickman & Co. v. Roberts* [1913] A.C. 229). Neither class applied to the present case. A third and more doubtful case had been said to be where the building owner knowingly took advantage of the architect's misconduct (see *Kellett v. New Mills Urban District Council*: "Hudson on Building Contracts," 4th ed., vol. II, p. 171). His lordship referred to *Knott v. Cardiff Corporation* [1918] 2 K.B., at p. 171, and *Clarke v. Watson*, 18 C.B. (N.S.), 278, and said that he did not think it would be proper, having regard to the whole current of authority, to extend the grounds on which absence of a certificate might be excused. His lordship could not see why the defendant should not be entitled to stand on her contract and say she had undertaken to pay only when the architect gave his final certificate. The architect's real failure of duty was a failure to arbitrate so that the final sum could be ascertained, but the defendant could not be held responsible. To say that a person by relying on his legal rights had taken advantage of someone else's failure of duty in a case where it was not suggested that he had prompted or even acknowledged the breach was contrary to principle, and if *Kellett v. New Mills Urban District Council*, *supra*,

was to be taken to provide more than another example of collusion it could not be followed. Considering next cl. 8, that had to be read in conjunction with the clause relating to the certificates and might override it (see *Brodie v. Cardiff Corporation* [1919] A.C. 337). The fact that here the person who had the duty to give the final certificate was the same person as the one named as arbitrator under cl. 8 did not affect the principle. The question being whether the final certificate should or should not have been given, a dispute arose on which under cl. 8, the arbitrator had power to determine that the certificate should have been given and if he had so determined, the legal effect would have been as if it had been given. Here the arbitrator had refused to arbitrate, and the question of the right of the builder to the remuneration had in the absence of a final certificate failed to be determined. The defendant had relied on the absence of a final certificate but had taken no point that a new arbitrator might have been appointed by the court under the Arbitration Act, 1889, s. 5. She had not applied under s. 5 to have an arbitrator appointed in lieu of the architect who had refused to act nor taken any steps to stay the action on the ground that the parties had agreed to submit to arbitration. In those circumstances, the plaintiff was not precluded from having the whole matter determined by the court.

SCOTT and CLAUSON, L.J.J., agreed.

COUNSEL: *Joshua Davies*; *Hale*.

SOLICITORS: *Kinch & Richardson*, for *Lyndon Moore & Co.*, of Newport, Mon.; *Phenix, Levinson & Walters*, of Cardiff.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

### High Court—Chancery Division.

#### *In re Vaux*; *Nicholson v. Vaux* (No. 2).

Simonds, J. 16th March, 1938.

WILL—LEGACIES TO CHILDREN—SETTLEMENT OF PROPERTY ON CHILDREN AFTER DATE OF WILL—PARTIAL INTESTACY THROUGH FAILURE OF RESIDUARY GIFT—RULE AGAINST DOUBLE PORTIONS—ADEMPTION—WHETHER APPLICABLE FOR BENEFIT OF TESTATOR'S WIDOW.

By his will made in 1919, the testator bequeathed his residuary estate to trustees on trust to pay the income to his wife during her life or widowhood. From her death or re-marriage they were to set aside investments of the value of £20,000 settled on the usual trusts for each of his two daughters. Subject to this the trustees were to hold the residuary estate on discretionary trusts as to both capital and income for the benefit of his children or the issue of any deceased child. The trustees were then given certain special powers to deal with the capital as they might think best, it being expressed that all such dealings must be within the limitations prescribed by law. In 1924 the testator settled 8,000 shares of £5 each in a certain company, equally on his two sons and two daughters with cross remainders among them. Each thus became entitled to shares worth £10,000. The testator died in 1925. Simonds, J., decided (82 SOL. J. 215) that the ultimate trust of the residuary estate was void as infringing the rule against perpetuities and that to that extent there was an intestacy. He also held that the provision made for the daughters was of portions and that the rule against double portions applied to the legacies bequeathed to them, the result being that the shares settled on them in 1924 must be deemed to have been made in satisfaction *pro tanto* of the legacies. The question arose whether the rule against double portions could be applied in the case of a partial intestacy and if so whether it should be applied to the ademption of legacies for the benefit of the testator's widow or any person other than a child of the testator or a person to whom he was *in loco parentis*.

SIMONDS, J., said that: (1) the rule against double portions applied, though it was a case of partial intestacy; and (2) it must be applied so as to benefit children only and not the widow. On the question how the rule was to be applied when the persons entitled to the undisposed of residue were (A) children; and (B) the widow of the testator, his lordship said that the rule was founded both on a father's duty to provide for his children and on his presumed intention to provide for them equally, unless he expressed himself to the contrary. It would be strange if the rule were to be applied for the benefit of persons with regard to whom no such intention could be ascribed to the testator. With certain observations in *Meinertzen v. Walters*, L.R. 7 Ch., at pp. 673, 674 as to residue being increased by the failure of legacies, his lordship could not agree. Those observations were not necessary to the decision of that case. In the case of ademption of a legacy the rule was not to be applied for the benefit of a stranger (see *In re Heather* [1906] 2 Ch. 230). There would be a declaration that for the purpose of ascertaining the ultimate residue of the estate and the shares of the children therein, but not for the purpose of ascertaining the residue and the share of the widow therein, the daughters' legacies must be treated as adeemed to the extent of the value of the shares settled on them in 1924.

COUNSEL: *Dunckwerts*; *Daynes*, K.C., and *Winterbotham*; *Harman*, K.C., and *J. L. Stone*; *Christie*, K.C., and *J. Strangman*.

SOLICITORS: *Patersons, Snow & Co.*, for *Ranson & Co.*, of Sunderland.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

#### *In re Firth*; *Sykes v. Hall*.

Farwell, J. 17th March, 1938.

ADMINISTRATION — ESTATE INCLUDING INVESTMENTS CARRYING INTEREST—DISTRIBUTION OF RESIDUE AFTER TENANT FOR LIFE'S DEATH—SOME INVESTMENTS SOLD TO PAY SHARES OF BENEFICIARIES UNDER WILL—SALE WITH BENEFIT OF INTEREST PARTLY ACCRUED BEFORE TENANT FOR LIFE'S DEATH—WHETHER RIGHT IN TENANT FOR LIFE'S ESTATE TO PROPORTION ACCRUED BEFORE HIS DEATH.

By his will a testator, who died in 1922, gave certain bequests and afterwards devised all his real and personal estate to trustees on trust either to retain the same or sell at any time. He directed them to invest the residue of the moneys in one or more of the modes of investment authorised by the will, with power to vary the investments and to stand possessed of the trust property, moneys and investments on the following trusts: £1,500 a year was to be paid to his son for life and the income of the residue of the trust estate to his wife so long as she remained a widow. After the death of his son and wife, the trust estate was to be divided into certain specified shares for his nephews and nieces. The son died in 1931, and the widow in July, 1937. The estate then became distributable. At the death of the tenant for life, the testator's estate, other than real estate, was invested in about 120 investments, most of them capable of being dealt with on the London Stock Exchange. After the death of the tenant for life, some of the investments were sold to pay legacy duty and others to pay the beneficiaries who wished to receive their shares of the estate in cash. Other beneficiaries received their shares by way of appropriation in specie of the investments at the market price on the day of appropriation. In the case of investments in respect of which interest or dividend had been received by the trustees after the tenant for life's death, and before appropriation, and in the case of investments sold or appropriated "ex dividend" so that interest or dividend was received by the trustees after the sale or appropriation, the interest or dividend thus received was apportioned down to the day of the death of the tenant for life and the proportion thereof accrued down

to her death was paid or credited to her estate. Other investments were sold or appropriated "cum dividend" with the benefit of dividend or interest accruing wholly or partly before the tenant for life's death. The investments sold or appropriated included (1) Government and municipal loans, British and foreign, carrying a fixed rate of interest; (2) debenture stocks or fixed-interest preference stocks, the interest or dividends on which were not in arrear; (3) ordinary or deferred stock or shares on which the rate of dividend (if any) was unascertainable till declaration; (4) debenture stock or fixed interest preference stock the dividends and interest on which were in arrear; (5) preference stock in a company which had in August, 1937, paid a dividend in respect of the half-year to the 30th April, 1937. There was evidence from stockbrokers that no fixed rule could be laid down as to the degree to which the imminence of the payment of dividend or interest on an investment was reflected in the price paid for it, but (a) where a dividend had been fixed or declared the price on sale "ex dividend" would generally be lower by a sum roughly equivalent to the amount of the dividend; (b) where a dividend was not fixed and, though imminent, had not been declared, no calculation could reasonably be made of the increase of price (if any) paid by reason of the imminence of the dividend; (c) that even in the former class of cases the influence of dividend on price would be incapable of measurement, save for a very short period immediately before or after the declaration or deduction of the dividend. The question arose whether in the case of investments sold or appropriated with the benefit of interest or dividend partly accrued before the tenant for life's death the trustees need account to the tenant for life's estate for the proportion so accrued.

FARWELL, J., said that before *In re Winterstoke's Will Trusts* [1937] 1 Ch. 158; 81 Sol. J. 882, it was recognised that in such cases the Apportionment Act, 1870, did not apply and any equity which the tenant for life might have to any part of the purchase price of the stock realised would not be entertained by the court (*Bulkeley v. Stephens* [1896] 2 Ch. 241). In every case, except possibly some very special cases, that had been the practice. In *In re Winterstoke's Will Trusts*, *supra*, Clauson, J., was not intending to adopt a novel practice. His lordship considered that case and said that trustees might safely act on the practice as it was, in the absence of some special circumstances or some special claim by the legal personal representative of the tenant for life. His lordship could not see what difference it could make whether the calculation was easy or difficult. If the estate of the tenant for life had an equity and a right to assert it, that right could not depend on whether the sum to be done could be easily done. There might be special circumstances in which trustees, owing to a claim by the tenant for life's legal personal representatives, should seek the court's protection. But in the absence of such circumstances there was no need for them not to act on the almost universal practice. Here the calculation would not be easy. In *re Winterstoke's Will Trusts* did not affect this case. No apportionment should be made.

COUNSEL: *A. Nesbitt; L. B. Tillard; W. M. Hunt.*

SOLICITORS: *Robins, Hay & Waters, for Lacey & Son, of Bournemouth; Pennington & Son.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

#### *In re Feversham Settled Estate.*

Farwell, J. 17th March, 1938.

SETTLED LAND—VERY LARGE MANSION HOUSE—LET BY TENANT FOR LIFE—ANOTHER HOUSE ADAPTED AS RESIDENCE—EXPENSE OF ALTERATIONS—WHETHER HOUSE HAD BECOME PRINCIPAL MANSION HOUSE.

In 1916, the Earl of Feversham, then an infant, became tenant for life of a settled estate comprising 70,000 acres of land largely composed of moorland, the sporting rights of

which were valuable. Duncombe Park, the principal mansion house standing in a park of thirty-three acres, had ten reception rooms and fifty-two bedrooms. During the minority of the tenant for life it was, by the decision of the trustees, let on lease at a rent of £800 a year for the purpose of being used as a school. The tenant for life came of age in 1927. Although he enjoyed a considerable income, the expenditure necessary to occupy the house would have been out of proportion to it, and on the expiration of the lease already granted, he proposed to grant a further lease of thirty years to the same tenant for the same purpose. He wished, however, to continue to live on the estate. As there was no suitable residence, he decided to alter and adapt a small house in which he had lived as an infant and for this purpose carried out extensive works amounting to rebuilding and costing over £13,000. He now sought to be recouped out of capital for this expenditure on the ground that the adapted house had become the principal mansion house.

FARWELL, J., said that he had first to consider whether the adapted house could now be treated as the principal mansion house of the estate on the footing that Duncombe Park had ceased to be such. The latter, if means allowed would still be the principal mansion house, but it was now and would for many years to come be occupied as a school and it would be ridiculous, in the ordinary sense, whatever the legal position might be, to say that it was the principal mansion house so long as it was so used and occupied. *Gilbey v. Rush* [1906] 1 Ch. 11, was a different case. *In re Wythes' Settled Estates* [1908] 1 Ch. 593, was a little nearer but there was no authority directly in point. The question whether or not a particular house was the principal mansion house was one of fact for the court to determine on proper evidence, and no general principle could be laid down as to when a mansion house might cease to be such and when some other residence might become such. In this case, it was quite impossible for the tenant for life to use Duncombe Park, having regard to the income of the estate as a whole. The only thing to be done, if sale was impossible, was to find a tenant. For the next thirty years it would cease to be the principal mansion house in the sense that it could no longer be the house adapted for and intended to be used as that of the owner of the estate. When a house which was the principal mansion house ceased to be such, could the limited owner make some other house the principal mansion house? At the end of the thirty years the owner of the property might be a man of such great wealth that he could afford to live in Duncombe Park and might wish to do so. There was some doubt whether a limited owner could produce a position in which the original mansion house could not be treated as the principal mansion house. His lordship had come to the conclusion that he was not precluded from giving effect to the actual facts of the case. Duncombe Park was no longer to be treated as the principal mansion house, and the adapted house should be treated as such.

COUNSEL: *Harman, K.C., and C. M. White; Jopling.*

SOLICITORS: *Trower, Still & Keeling.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

#### *In re Johnson; Pearson v. Johnson.*

Simonds, J. 18th March, 1938.

TRUST—COLLECTION OF SUBSCRIPTIONS—BENEFIT OF WOMAN UNPROVIDED FOR—WHETHER MONEY TO BE GIVEN TO HER ABSOLUTELY OR USED AT TRUSTEES' DISCRETION.

In 1937 a subscription was opened to collect money for the benefit of the mother of a young man who had been drowned in an attempt to rescue a child, and whose death had left her unprovided for. The greater part of the fund was collected through the insertion of a letter in certain newspapers, intimating "that a subscription list had been opened . . . to provide for the immediate needs of the widowed mother." Certain other sums amounting to about

£50 were collected through a private letter which said (*inter alia*) "... you will realise that a sum of at least £500 is necessary to be of any use for investment purposes to provide Mrs. Johnson with a small weekly pension." The plaintiffs, who had collected the funds, took out this summons to determine whether the mother was absolutely entitled to the money in their hands, or whether they held it on trust to use it at their discretion in or towards her support and benefit, and whether, if she died before the fund was expended, there was a resulting trust for the subscribers.

SIMONDS, J., said that the letter was the only suggestion that the support should take the form of a pension, but there was a trust for the mother's benefit which was unqualified and absolute so that she was entitled to the fund. There was nothing in the expression of the trust as to the mode of application. The fund must be transferred to her. The trustees, however, were justified in taking the court's advice, and the costs of all parties as between solicitor and client should be allowed out of the fund.

COUNSEL: A. Mathews; E. Holland; Hon. F. Howard.

SOLICITORS: William White & Co., for R. M. Beckwith, of Middlesbrough; Elwell & Binford Hole, for Jacksons, Monk & Rowe, of Middlesbrough.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

### Haile Selassie v. Cable and Wireless Ltd.

Bennett, J. 23rd March, 1938.

INTERNATIONAL LAW—CONTRACT ON BEHALF OF FOREIGN SOVEREIGN—FLIGHT FROM HIS TERRITORY OWING TO INVASION—SUBSEQUENTLY RECOGNISED AS *De jure* SOVEREIGN—ACTION TO RECOVER SUMS DUE UNDER CONTRACT—CLAIM BY *De facto* SOVEREIGN INTIMATED—EFFECT.

In 1934 and 1935 a contract was made between the Director-General of Posts, Telegraphs and Telephones of Ethiopia and the defendants relating to the transmission of wireless messages between an Ethiopian State radio-telegraphic station at Addis Ababa in Ethiopia and a radio-telegraphic station of the defendants in Great Britain. The contract was made on behalf of the plaintiff as the sovereign authority of Ethiopia, he being then Emperor. Under the constitution of Ethiopia the sovereign power over the Empire of Ethiopia and all public rights appertaining thereto were vested in the Emperor as a corporation sole or in the natural person who was for the time being the Emperor. The armed forces of the King of Italy having invaded Ethiopia, the plaintiff left the country on the 1st May, 1936, and did not afterwards return. As a result of the war, the Addis Ababa radio-telegraphic station closed down on the 2nd May, 1936. On the 9th May, 1936, the King of Italy and the Italian Government by proclamation annexed Ethiopia, and since then had been the sovereign head and government thereof and in control thereof. In this action commenced in January, 1937, the plaintiff sought to recover £10,000 from the defendants, being the sum payable by them under the contract. It appeared from letters addressed to the solicitors to the parties to this action on behalf of His Majesty's principal Secretary of State for Foreign Affairs that (1) His Majesty's Government still recognised the plaintiff as *de jure* Emperor of Ethiopia; (2) His Majesty's Government recognised the Italian Government as the *de facto* government of virtually the whole of Ethiopia; (3) one Dr. Martin was accorded recognition in the capacity of Envoy Extraordinary and Minister Plenipotentiary from the Emperor of Ethiopia, the plaintiff, to the Court of St. James. The Italian ambassador in London having given the defendants notice that the moneys in question were claimed by the Italian Government, the defendants asked whether that government was willing to submit the question which party was entitled to those moneys to the English courts or would commence proceedings

in England against the defendants to maintain its claim. The reply received in April, 1937, was to the effect that the Italian Government would not admit in any circumstances that its rights were in any way in doubt. In this action, the defendants contended that the claim made was in respect of a public right appertaining to the sovereign power of the Empire of Ethiopia, and was by virtue of the recognition by His Majesty's Government in December, 1936, of the Italian Government as the *de facto* government of Ethiopia suspended or, alternatively, transferred to the King of Italy.

BENNETT, J., in giving judgment said that the defendants were willing to pay the moneys to whoever might be legally entitled to receive them. They could not interplead because one of the claimants was the head of a sovereign state over whom the court had no jurisdiction. The plaintiff's right to recover judgment could not be determined without determining whether the claim on behalf of the King of Italy was well founded (*The "Parlement Belge,"* 5 P.D., at p. 217; *Aksionairnoye Obschestvo A. M. Luther v. Sagor* [1921] 3 K.B., at p. 555). Having regard to the King of Italy's claim, there was no jurisdiction to decide the plaintiff's rights. All proceedings should be stayed.

COUNSEL: A. E. Clark; Wynn Parry, K.C., and H. Robertson.

SOLICITORS: Wordsworth, Marr Johnson & Shaw; Bircham & Co.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

### In re Tilden; Coubrough v. Royal Society of London.

Simonds, J. 6th April, 1938.

WILL—CONSTRUCTION—RESIDUARY GIFT TO LEARNED SOCIETY—WILL DECLARED NOT TO APPLY TO REAL PROPERTY IN JERSEY OR PROCEEDS OF SALE—FAILURE OF GIFT—WHETHER NEXT OF KIN ENTITLED TO PROCEEDS OF SALE.

By her will made in 1928, the testatrix gave her residuary estate on trust to pay her debts, funeral and testamentary expenses and legacies, and to hold the net residue as to one half for the Royal Society of London and as to the other for the Chemical Society. The will provided: "But I declare that in no circumstances whatever shall this my will be deemed to apply to my real property in Jersey or to the proceeds of sale thereof should the same be sold at the date of my death." In 1932, the testatrix made another will dealing only with her real property in Jersey, giving it to the National Benevolent Institution. In 1935 that property was sold and £3,159, the proceeds of sale, were remitted to England. The testatrix died in 1937, and the money was now deposited at a bank in the names of the executors. The National Benevolent Institution disclaimed any interest in it. The question arose whether it fell into residue becoming equally divisible between the Royal Society and the Chemical Society, or whether it went to the next of kin.

SIMONDS, J., referred to *Blight v. Hartnoll*, 23 Ch. D. 218, and said that the question was whether, when anything was excepted from a general residuary bequest, it was excepted for the purpose of giving it to someone else or for all purposes. Here, from the English will, the intention appeared to have been to except the Jersey property from its operation for all purposes, but other documents must also be looked at to ascertain the intention. The facts here were very similar to *In re Fraser* [1904] 1 Ch. 726, which bound the court to hold that the proceeds of sale were excluded for all purposes. The proceeds of sale went to the next of kin.

COUNSEL: R. W. Turnbull; W. M. Hunt; R. Horne.

SOLICITORS: Rider, Heaton, Meredith & Mills; Bristows, Cooke & Carpmal.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

**Westminster Bank Ltd. v. Residential Properties Improvement Co. Ltd.**

Simonds, J. 7th April, 1938.

MORTGAGE—FORECLOSURE ACTION—MOTION FOR JUDGMENT—DEBENTURES ISSUED BY MORTGAGOR COMPANY—SEVERAL DEBENTURE-HOLDERS—WHETHER SINGLE DEBENTURE-HOLDER COULD BE APPOINTED TO REPRESENT CLASS.

The defendant company mortgaged certain property to the plaintiffs. They subsequently, in 1935, issued debentures to the value of £71,250, of which £50,290 was outstanding at the date of these proceedings, and subject to the mortgage the debenture-holders were interested in the property. The plaintiffs having commenced a foreclosure action by originating summons, one of the debenture-holders was made a defendant, the plaintiffs claiming to sue him as representative of the whole class. A foreclosure order in the usual form with accounts and inquiries was sought; £15,000 was due under the mortgage. The summons was adjourned into court for argument on the question whether one debenture-holder appointed to represent the entire class of debenture-holders interested in the property could properly represent them.

SIMONDS, J., said that it had been contended that there was power to make a foreclosure decree against the company and the defendant debenture-holder which would bind all persons interested in the equity of redemption. *Griffith v. Pound*, 45 Ch. D. 553, governed this case. The rights of persons interested in the equity of redemption had always been jealously guarded by the court. All debenture-holders must be made parties. The summons would stand over with liberty to amend.

COUNSEL: R. W. Turnbull.

SOLICITORS: Norton, Rose, Greenwell & Co.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

**High Court—King's Bench Division.**

**Re Brighton Corporation (Everton Place Area) Order, 1937. (Appeal of E. Robins & Son, Ltd.)**

du Parcq, J. 9th March, 1938.

HOUSING—CLEARANCE AREA—COMPULSORY PURCHASE ORDER MADE AS A MATTER OF SETTLED POLICY OF LOCAL AUTHORITY—OWNER'S PLAN FOR RE-DEVELOPMENT OF PROPERTY—NO CRITICISM AT PUBLIC ENQUIRY—CONFIRMATION OF ORDER BY MINISTER—VALIDITY—HOUSING ACT, 1936 (26 Geo. 5, and 1 Edw. 8, c. 51), ss. 25, 27, 29.

Appeal under the Housing Act, 1936.

Brighton Corporation made an order for the compulsory purchase of land in an area which they had declared to be a clearance area. The owners of the land, the appellant company, objected to the order, and a public local inquiry was therefore held. At that inquiry, it was stated for the appellants that they undertook to comply with a clearance order if made, and they submitted a plan of their own for the re-development of the site. No criticism of that plan was offered at the inquiry. Evidence was given that it was the corporation's settled policy to proceed by way of compulsory purchase orders in relation to clearance areas in their district. In due course the Minister of Health confirmed the order, and the owners appealed.

DU PARCQ, J., said that the confirmation of the order was attacked on the ground that, although the Act did not expressly say so, it must be assumed that a local authority were not entitled arbitrarily to select one of the two ways of dealing with the problem in s. 25 (3) of the Act of 1936, and that they must not be permitted to purchase compulsorily under s. 29 unless they showed some ground for the view that that method was better than that of making a clearance order. It was argued that the corporation either had no reason for thinking the method which they proposed better than the

other, or, if they did think so, failed to state their reasons, so that, in that state of the evidence before him, the Minister ought never to have confirmed the order. It was argued that, when the public inquiry was held, nobody suggested that the owners' proposed development was not good or would tend to spoil any amenities, and that that must have occurred to the Minister or to those who advised him, not as witnesses but as persons to whom authority was delegated, and that, when that point occurred to the Minister, he ought to have given the owners an opportunity to deal with the difficulties which had presented themselves to his mind. It appeared to him (his lordship) that nothing had been done which entitled him to say that there had been a prejudice of the appellants' rights or a non-compliance with the Act. In a sense, it was true to say that there was no obligation on a local authority to give reasons why they preferred to take the course of making a compulsory purchase rather than a demolition order; but he (his lordship) was not saying that the Minister would not be entitled to say, before he confirmed an order for compulsory purchase, that he wished to be satisfied that to make a demolition order would not be a better course. The choice which the Act left to local authorities in the matter must necessarily be subject in the last resort to the views of the Minister. Here, when the Minister came to consider the matter, it was quite open to him, starting with the view that the local authority ought to be the persons to decide which course should be taken, having his inspector's report and the owners' plan before him, to decide that there was nothing in the plan to make him think that the corporation should have adopted the alternative course. The appeal must accordingly be dismissed.

COUNSEL: *Trufram Eve*, K.C., and *Geoffrey Lawrence*, for the appellants; *Valentine Holmes*, for the Minister.

SOLICITORS: *F. W. A. Cushman & Son*, of Brighton; *The Solicitor, The Ministry of Health*.

[Reported by R. C. CALVERT, Esq., Barrister-at-Law.]

**Daniels v. Vaux.**

Humphreys, J. 18th March, 1938.

ROAD TRAFFIC—MOTOR CAR BEING DRIVEN UNINSURED BY PERMISSION OF OWNER—PERSON INJURED BY DRIVER'S NEGLIGENCE—DEATH OF DRIVER BEFORE WRIT ISSUED—DRIVER ABLE TO PAY REASONABLE DAMAGES—LIABILITY OF OWNER.

Action tried by Humphreys, J., without a jury.

The defendant, Mrs. Vaux, bought a motor car for her children, having another car for her own use. On the 10th March, 1932, she gave the car to her son, but remained the registered owner and continued to pay for the licence and insurance. On the 14th June, 1934, Mrs. Vaux notified her son and her insurance company that she would no longer pay the insurance. On the 14th June, 1934, the policy, so far as the car in question was concerned, came to an end, and was renewed only for the defendant's other car or cars. On the 20th June, the son informed his mother, while with her, that the car was uninsured. Against her will and better judgment, she allowed him to drive to his barracks in the car because he said that he had to get back there. On the way, the son ran into the plaintiff, Daniels, a police constable, while he was directing traffic at a cross-roads, and injured him seriously. Negotiations were in progress for a settlement of the plaintiff's claim, when, before any writ was issued against the son, he was killed in a riding accident. He would have been able to pay any reasonable damages awarded against him. Any claim which might have survived against his estate was barred by lapse of time. The plaintiff then sued the present defendant, claiming damages, and contending that (a) her son was driving the car as her servant or agent; and (b) that the damage was caused by defendant's breach of her statutory duty under s. 35 of the Road Traffic Act, 1930, in permitting her son to use the car when no policy of insurance was in

force. It was admitted that, after the 10th March, 1932, as against third parties, the defendant remained the owner of the car, as it was still registered in her name and she continued to pay for the licence.

HUMPHREYS, J., said that, as there had been no legal transfer of ownership of the car, the defendant came within the terms of s. 35 of the Road Traffic Act, 1930. It followed that she, not only permitted, but knowingly permitted, that to be done which the statute prohibited. It was impossible, on the facts, to hold that the son was his mother's servant or agent in driving the car. The question of breach of statutory duty was discussed in *Monk v. Warbey* [1935] 1 K.B. 75. That case was an authority for the proposition that *prima facie* a person who had been injured by the breach of a statute had a right to recover damages from the person committing it. It would be wrong to hold that the plaintiff could recover damages from the defendant for her breach of statutory duty irrespective of whether he had suffered damage by it. Could it really be said that he had lost anything by the defendant's breach of duty? He could have sued her son and got his money. But he had not issued the writ in time. The absence of insurance had thus caused no damage. On that ground, with considerable reluctance, he gave judgment for the defendant.

COUNSEL: J. D. Cassels, K.C., T. Carthew, K.C., and N. R. Fox-Andrews, for the plaintiff; G. Beyfus, K.C. and Montague Berryman, for the defendant.

SOLICITORS: Coulson & Coulson, for Foster, Wells & Coggins, Aldershot; Berrymans.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

### Probate, Divorce and Admiralty Division.

#### Gower v. Gower.

Henn Collins, J. 14th March, 1938.

DIVORCE—HUSBAND RESPONDENT'S APPLICATION TO MAKE DECREE ABSOLUTE—NON-COMPLIANCE WITH ORDER TO PAY COSTS—CONTEMPT OF COURT—LACK OF MEANS—DISCRETION—APPLICATION ALLOWED—MATRIMONIAL CAUSES ACT, 1937 (1 Edw. 8 and 1 Geo. 6, c. 57), s. 9.

This was a motion by the respondent husband under s. 183 of the Judicature Act, 1925, as amended by s. 9 of the Matrimonial Causes Act, 1937, to make absolute a decree *nisi* granted on the petition of the wife on 23rd January, 1935. The wife opposed the application and brought a cross-motion to rescind the decree, and asked that she might be granted a judicial separation. The respondent had not complied with the usual order which had been made against him to pay the taxed costs of the suit.

HENN COLLINS, J.: As far as the facts are concerned, I think that the ruling motive of the wife is purely financial, and I think that I cannot do better, in those circumstances, than guide myself by the words of the President, in *Hunter v. Hunter* [1934] P. 92; 78 Sol. J. 256, which has been cited to me, in which he said, at p. 94: "I should view with great disfavour any case in which I was satisfied that there had been a deliberate holding up of the decree absolute or a deliberate failure to prosecute the petition after decree *nisi* for the purpose of extracting terms more favourable to the petitioner than those contemplated when the decree *nisi* was pronounced." I think that exactly expresses, not only the proper conclusion of the law, but also my conclusion of the facts on this appeal. That is rather inverting the order. I am now dealing with the wife's application. Then it is said that the husband's application to make the decree *nisi* absolute should not be granted, because he has not paid the costs. Quite true, he is in contempt in that respect, but I am also satisfied, by *Leavis v. Leavis* [1921] P. 299; 65 Sol. J. 456, that that is a matter for my discretion. In *Leavis v. Leavis*, Hill, J., says, at p. 301: "I have come to the conclusion that it is a matter of discretion for the court to consider,

upon all the circumstances of the case, whether the summons of the respondent should be heard and that it is matter material to the exercise of that discretion to consider whether those circumstances are due to the fault or to the misfortune of the respondent." I have an affidavit of the respondent which discloses his means, and they appear to be solely his pension, as a retired captain in the Army, of £157 a year, out of which he has been paying under the order of the court, for his wife's maintenance, something like half. I cannot help thinking that his contempt is only a technical one, on account of his inability to pay. In those circumstances, I exercise my discretion in his favour. The result will be that the decree will be in the list in a week's time—this day week—and the affidavits will have to be brought up to date, of course, meanwhile.

COUNSEL: Talbot Dyer, for the respondent husband; E. V. E. White, for the wife petitioner.

SOLICITORS: Francis & Crookenden; Reid, Sharman & Co.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

#### Hussein (otherwise Blitz) v. Hussein.

Henn Collins, J. 21st March, 1938.

NULLITY—DURESS—MARRIAGE CEREMONY IN ENGLAND—JURISDICTION—RESPONDENT'S THREATS INDUCING COMPLIANCE—MENTAL INCOMPETENCE TO RESIST—DECREE.

This was an undefended petition for nullity on the ground of duress. The petitioner, Estella Henrietta Hussein (otherwise Blitz), went through a ceremony of marriage with Mohamed Hussein Mohamed, an Egyptian subject, at the Register Office, Brentford, on 10th October, 1933. The marriage had not been consummated, and the parties had never co-habited. The respondent was at all material times an employee of the Egyptian Railways domiciled in Egypt. In the petition it was alleged: "(5) That your petitioner was induced to be a party to the said pretended ceremony of marriage not of her own free will but through fear, duress and terror of the respondent. (6) That for some time before the date of the said ceremony of marriage the respondent continually threatened to kill your petitioner, who was then eighteen years of age, if she did not marry him, and your petitioner believed that the respondent would carry out the said threats." Counsel on behalf of the petitioner submitted that there was jurisdiction to entertain the suit in spite of the foreign domicile of the respondent: see "Dicey's Conflict of Laws," 5th ed., r. 65, p. 294, and "Halsbury's Laws of England" (Hailsham edition), vol. 6, p. 303. On the question of duress he relied on *Scott, falsely called Sebright, v. Sebright* (1886), 12 P.D. 21. The petitioner, in giving evidence in support of the petition, produced a copy of a document containing a list of given conditions which the respondent had prepared and made her sign: "I, undersigned Estella, agreed to marry M. on the following conditions: (1) I know well that he is an old-fashioned Egyptian and I know all about the Egyptian habits and character and I promise to follow all their habits and character without any exceptions. [There followed undertakings by the petitioner not to go out without her husband, not to have men or boy friends, or to write to any person, male or female.] (7) I confess that I write these conditions with my own wish and without any obligation from any side, and that I am conscious and responsible and if I break any of these conditions I have to separate and have no right to claim any money from M. at any court whether Egyptian or English."

HENN COLLINS, J., in giving judgment, said that the wife's story was an amazing one, but he accepted it. In ninety-nine cases out of a hundred, it would be almost impossible to accept such a story, but to his mind her evidence was corroborated in material respects. He thought that the respondent's conduct clearly amounted to threats. Butt, J., said in *Scott v. Sebright, supra*, at p. 24: "It has sometimes

been said that in order to avoid a contract entered into through fear, the fear must be such as would impel a person of ordinary courage and resolution to yield to it. I do not think that is an accurate statement of the law. Whenever from natural weakness of intellect or from fear—whether reasonably entertained or not—either party is actually in a state of mental incompetence to resist pressure improperly brought to bear, there is no more consent than in the case of a person of stronger intellect and more robust courage yielding to a more serious danger." It was obvious from the document which petitioner was made to sign that this man was avid of power over this girl of eighteen, that he exercised the power he had over her, and coerced her. There would therefore be a decree of nullity with costs.

COUNSEL : *R. F. Bayford, K.C., and Elliot Gorst.*

SOLICITORS : *Canter, Hellyar & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

## Obituary.

### MR. A. S. PRESTON.

Mr. Arthur Sansome Preston, Barrister-at-Law, a Judge of the Mixed Court of First Instance, Cairo, Egypt, died at Cairo, on Friday, 15th April, at the age of seventy. Mr. Preston was called to the Bar by the Inner Temple in 1905.

### MR. R. D. G. LEVETT.

Mr. Roland Denham Griffith Levett, LL.B. (Lond.), Barrister-at-Law, of Old Square, Lincoln's Inn, W.C., died at Blackheath, S.E., on Saturday, 16th April, at the age of forty-three. Mr. Levett, who was awarded the Barstow Law Scholarship, was called to the Bar by Lincoln's Inn in 1922 and practised on the South Eastern Circuit.

### MR. W. T. HIGHT.

Mr. William Thompson Hight, solicitor, head of the firm of Messrs. Paisley, Falcon & Hight, of Workington, died at his home at Cockermouth, on Saturday, 16th April, at the age of fifty-three. Mr. Hight, who was admitted a solicitor in 1906, was Clerk to the Workington Justices and Coroner for the Lordship of Egremont.

### MR. A. E. SCOTT.

Mr. Archibald Edward Scott, solicitor, head of the firm of Messrs. A. K. Scott & Co., of Herne Bay, died on Thursday, 14th April, at the age of fifty-eight. Mr. Scott was admitted a solicitor in 1914.

### MR. J. L. WILLIAMS.

Mr. John Larden Williams, solicitor, a partner in the firm of Messrs. Forwood, Williams & Co., of Liverpool, died at his home at Neston, on Tuesday, 12th April. Mr. Williams was educated at Radley and Corpus Christi College, Oxford, and served his articles with Messrs. Batesons & Co., of Liverpool. He was awarded the Daniel Reardon Prize at the final examination, and was admitted a solicitor in 1898. He was for many years a member of the Committee of the Liverpool Law Society, and was president in 1920.

The thirty-eighth annual general meeting of the Edinburgh Legal Dispensary was held recently, when Mr. E. M. Wedderburn, D.K.S., presided. The report for the past year, which was submitted by Mr. Joseph Chalmers, S.S.C., the secretary and treasurer, was approved and directors and office-bearers were reappointed. The number of consultations and clients during the past year were 3,368 and 1,901, respectively, and the average attendance per night was 64.77. These figures show an increase on last year. The accommodation at the Dispensary is taxed to its limit, and the directors are anxious to accumulate a fund to provide for the extension of the work and to acquire more suitable premises.

## The Law Society.

### FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 14th and 15th March, 1938.

Edward Anthony Adey, Gordon Allen, LL.B. London, Jack Alexander Allerton, Harry Field Andrews, Paul Abbott Baillon, Cyril Kenneth Barker, John Hollinshead Barker, Lawrence Barnett, Ivor Butler Barton, Clifford Moss Beck, Henry Peter Beckett, Brian Gurney Benham, Maxwell John Bennell, Peter Berry, Thomas Colston Blagg, Douglas Ninian Blakey, John Oliver Bostock, B.A. Oxon, Alexander Bridge, LL.B. Manchester, Alan Jack Brimacombe, Cyril Franklin Brooke, B.A. Cantab., Humphrey Loftus Brown, B.A. Oxon, Richard Keniston Browning, Robert Calverley, Bernard Bauly Campbell, Stanley Cave, William Overton Cave, Ernest Hatton Chapman, Robert Reuben Clayton, LL.B. London, Robert Anthony Cleaver, George Francis Clegg, John Harold Cooper, David Stuart Lionel Courtenay-Dunn, Richard Leslie Crowther, Robert William Cubbidge, John Gregson Cumberlege, Andrew William Colin Cumming, Patrick Cussen, B.A. Oxon, Albert Edward Dalton, Harold Woodhouse Daughtrey, David Sylvan Davies, Frank Dean, David Ireland Dobell, Stanley Dodd, Edward Galloway Dunderdale, Harry Duxbury, Peter Hardisty Emerton, Max David Engel, Adam McCarlie Findlay, Samuel Ross Finn, B.A. Oxon, Michael Venour Primrose Foulis, Arthur Garrett, B.A., LL.B. Leeds, Alan Edward Goddard, Eric Thomas Goldsworthy, B.A. Cantab., Kenneth Chambers Gooch, Aubrey Percy Goodwin, Derek Ivon Gower, Russell Wallington Green, B.A. Cantab., Cyril John Jordan Grey, Charles James Estlin Grundy, Mark Spencer Gunn, LL.B. London, Knowlton Tranchell Hampshire, B.A. Oxon, Edward Geoffrey Harley, Alfred Donald Harvey, Bernard Carlyle Haskell, LL.B. London, William George Hatton, LL.M. Liverpool, William Ernest Hebden, Eric Hermann Eduard Hessenberg, B.A. Cantab., Roland George Hugh Higgs, Harold Geoffrey Hill, William Hirst, LL.B. Manchester, Katie Margaret Hitchings, B.A. Oxon, John Menzies Holland, LL.B. Manchester, Frank Douglas Howarth, Basil Sydney Edward Huddle, Charles Hughes, LL.B. London, David Heppell Hughes, LL.B. London, Richard Brian Hughes, Benjamin Leigh Balfour Hutchings, Philip William Hiff, M.A., B.C.L. Oxon, Wilfred Ince, Sidney Jacey, George Leslie Jaye, Nicholas Eimon Hopkin John, John Frederick Johnson, Hugh Leslie Jones, Stephen George Jones, Richard Martin Juanals, Leonard Kasler, Alfred Randolph Knagg, Bertie Daniel Laddie, John Lennox Lawrence, B.A. Cantab., Graeme Monk Lawton, B.A. Cantab., Laurence Noel Leach, Michael Edwin Lester, Philip William Levens, B.A. Cantab., Arnold Robinson Lewis, Arthur William Henry Charles Lloyd Lewis, George Harrison Eley Lewis, LL.B. Birmingham, Ronald John Lloyd, LL.B. Manchester, Walter John Longman, James Ashworth Lord, Robert Arthur Luker, Geoffrey Thomas Fleetwood Luya, George Stanley Mace, John Chad McHale, Brian Christopher Mosley McLean, Cecil Arthur Manners, Reginald Nichols Marcy, Albert William Martin, George Maurice, John Phillips Molony, Ronald Llewelyn Morgan, B.A. Cantab., Lionel Patrick Mossell, B.A. Oxon, Harold Moss, Frederick George Mossman, LL.B. Leeds, John Coubro' Mossop, M.A. Cantab., Charles Alcroft Nelson, Laurence John Oderbolz, Richard Norman Ogle, LL.B. London, Colin Henry Oliver, LL.B. London, Kenneth Osbourne, Leslie Owen, James Bryan Owens, Wilfred John Pedley, Bernard Abraham Perkoff, John Rous Stewart Peter, Wilfred Francis Pickering, LL.B. Manchester, Harold Edward Carlton Piercy, B.A. Oxon, John Perry Plant, LL.B. Birmingham, Alfred Plews, Arthur Russell Ponsford, Sydney John Potheary, John Peirson Powell, B.A. Cantab., John Henry Muers Raby, B.A. Cantab., Edward John Reed, Charles Carlow Reid, B.A. Oxon, Alexander Meadows Rendel, B.A. Oxon, George Richardson, Richard Rimington, Raymond Leonard Ringrose, David Fleming Roberts, Robert Humphreys Roberts, John Spray Rogers, Paul Edward Churchill Romney, B.A. Oxon, Gilbert Martin Rowden, Edwin Henry Rowlands, Vernon Fanshawe Royle, Ian Gathercole Ruston, Anthony Hayward Salamon, Edward Alan Scott, Thomas Bodley Scott, B.A. Cantab., Noel Copeland Scragg, LL.B. Liverpool, John Atlay Shaftoe, Michael Shawcross, Francis George Shillitoe, Aubrey Sidney Wilmot, Rosalie Doris Silley, Harold Dunstall Simmet, B.A. Oxon, Sydney Hyman Sive, Billy Gerald Skinner, Daniel Christopher Smeek, Brian Hazell Smith, Leonard Pollock Bealy Smith, Ronald Thomas Fryer Smith, LL.M. Liverpool, Isaiah Sorgenstein, Eulalie Evan Spicer, M.A. London, Frank Stanley Squires, LL.B. Leeds, Arthur John Joseph Steel, John Stoker, Peter Sully Stowe, LL.B. London, John Phillips Swadin, James

Denis Tattersall, Michael James Taylor, LL.B. Sheffield, David Gordon Thomas, LL.B. Wales, John Knowles Thorpe, M.A. Cantab., Frederic George Timmins, Kenneth Leslie Titmuss, Bertram Ernest Townend, Alfred Eric Tritschler, Peter Scott Tucker, John Herbert Tuffee, Richard Percy Tunstall, Douglas George Viney, George Charles Wade, Agnes Margaret Wain, Owen Albert Walden, LL.B. London, John Ivor Walters, Neville Emlyn Morris Walters, Cranston Graham Walton, John Harry Weatherhead, Humphrey Norden Weber, Maurice Owen Wellbelove, Geoffrey Alfred John Wells, Charles Percival Law Whishaw, B.A. Oxon, Eric William Boyce Whitehead, Christopher Wilkinson, John Lewis Williams, Thomas Wyndham David Williams, George Henry Womersley, John Geoffrey Woodward, James Henry Woolfenden, Thomas Edward Wootton, Richard Henry Penn Young, LL.B. London, Robert Smithson Young, B.A. Oxon.

No. of Candidates, 320.

Passed, 204.

The Council have awarded the following Prizes: To Noel Copeland Scragg, LL.B. Liverpool, who served his Articles of Clerkship with Sir Samuel Brighouse, of the firm of Messrs. Brighouse, Jones & Co., of Ormskirk, the Sheffield Prize (Founded by Arthur Wightman, Esq.), value about £34; and to Thomas Edward Wootton, who served his Articles of Clerkship with Mr. Frederick George Stevens, of the firm of Messrs. Bowles & Stevens, of Worthing, the John Mackrell Prize, value about £10.

The following candidates have passed the Trust Accounts and Book-keeping portion only:—

William Ronald Ainslie, B.A. Cantab., Alexander Hamilton Aiton, LL.B. Liverpool, Donald Stocks Akroyd, LL.B. Leeds, Robert Braxton Aldridge, B.A., LL.B. Cantab., Neville Clare Allerton, Bertram Lewis Arnold, John Alfred Askew, Cyril Norman Astill, Thomas Bernard Atkinson, Charles Bernard Baines, Derrick Arthur Banks, LL.B. Sheffield, Jack Naylor Berlow, B.A. Cantab., Laurence Ambrose Barrett, B.A. Cantab., Andrew Stuart Barrie, James Alan Llywelyn Barter, Walter Baxter, B.A. Cantab., Ralph Bazley, John Richard Nangreave Bell, Cyril John Dain Bennett, LL.B. Manchester, Laurence Mancha Bennett, Bernard Charles Bentley, Clifford John Bere, Harry Antony Betteridge, Robert Edward Thomas Birch, George Joseph Black, William Greaves Blake, Thomas Blandford, B.A. Oxon, Walter Bluhm, William Bolton, B.A. Oxon, John Derek Bond, B.A. Cantab., Dudley William Bonney, Arthur Trelawny Boodle, Jack Gerald Bosman, Charles Frederick Bradley, Neville James Briant, James William Revis Bridger, Lillian Brenda Mary Brooks, LL.B. Birmingham, John Bromwich Brown, James Christopher Browne, B.A. Cantab., Cecil Douglas Burgess, John Henry Carroll Byrne, Paul Campbell, John Wooddill Harold Carey, John Henry Chambers, Miles Pacey Cheales, Alban Cecil Cheesman, Richard Murray Clarke, Harry Clegg, Isobel Jocelyn Elliston Clifton, Frank Illingworth Clough, Antony Scott Clover, Karl Cyril Cohen, LL.B. Leeds, Harry Stafford Cooke, Bernard Keith Cooper, Cecil Frank Cooper, B.A. Cantab., Nigel Thomas Coveney, David Marley Cox, LL.B. Bristol, Howard Cragg, Ian Douglas Crompton, John Hermon Crook, Reginald Peter Cross, Kenneth Jack Curtis, Robert Cushing, Robert Bruce Adecock Cushman, Harry Joseph Daniels, Paul Pattinson Danson, Idris Davies, LL.B. London, John Ivor Davies, Raymond Geoffrey Davies, LL.B. Manchester, Reginald Harry Davies, LL.B. London, William John Davies, David George Dawkins, LL.B. Birmingham, Paul Gerard Day, Bernard Eric Deasington, Patrick Carrol Joseph Desmond, Brian Courtenay Doyle, Nigel Robert Earnshaw, Norman Israel Edelshain, B.A. Cantab., Frederick Cecil Jelleman Ellis, Albert Edward Ellin, Harry Ellis, Thomas Ratcliffe Ellis, B.A. Oxon, Arthur Goronwy Evans, LL.B. Wales, Gwynfor Richard Evans, LL.B. Wales, Horace Wynne Evans, LL.B. Wales, Thomas Idwal Evans, Leslie Thomas Feaver, Mary Hudson Fendick, Randolph Phillip Nalborough Ferris, Michael Wingfield Figgis, Basil Guthrie Firth, Charles Leslie Fitzpatrick, Harold Clive Le Neve Foster, Basil Charles Amphlett Fox, Richard Raymond Grandin Gallichan, Maurice Newton Gandy, David Selby Gardner, B.A. Oxon, Denis Arthur Garne, B.Sc. London, Claude Arthur Terence Gasper, B.A. Cantab., John Nicholas George Lower Gedy, William Stephen Gilbert, Maurice Jack Hayward Girling, LL.B. Manchester, Harold Ingham Goodall, LL.B. Birmingham, Charles Frederick Gould, David Henry Graham, B.A. Oxon, Richard Owen Griffiths, Leonard Victor Gutteridge, Harold Bryan Haddon, Hugh Kenneth Haig, B.A. Cantab., Harold Peter Hall, LL.B. Bristol, Ernest Lindsey Hancock, B.A. Oxon, Philip Hugh John Hancock, B.A. Oxon, Harold Henry Armstrong Harrison, Edward Victor Hartley, Neville Crompton Haslegrave, Veronica Mary Heath, B.A. Oxon, Maisie Louise Hellyer, Graeme Francis Patrick Henderson, Peter Henderson, B.A. Oxon, Lancelot John Heron, LL.B. Durham, Morris

Hugo Heynes, John David Vernon Hinde, B.A. Cantab., Leonard Marsland Hobkinson, Cyril Wright Hodgson, Raymond Ian Holt, Charles Harold Homan, Neill Hopwood, John Russell Howard, LL.B. Manchester, Lewis Grenfell Huddy, B.A. Cantab., Richard Newburgh Hutchins, LL.B. London, Herbert Roy Ive, B.A. Cantab., Percival Joseph Ernest Jakes, B.A. Cantab., Patrick Adams Johnson, B.A. Cantab., David Colbourn Johnston, Leslie Weaver Jones, Ernst Arthur Kaufmann, LL.B. London, Henry Kaye, Henry Roberts Keighley, George Richard Hamilton Kendrew, Harold Ralph Kenwright, John Raymond Kettle, B.A., LL.B. Cantab., Frank Lambert, Bernard Herbert Leader-Williams, Thomas William Simpson Lees, Egon Werner Lewinsohn, LL.B. London, George Alfred Lewis, B.A. Oxon, Geoffrey Douglas Leyland, B.A. Oxon, David Liddell, LL.B. Birmingham, Sydney George Lightfoot, George Humphrey Lillies, Kenneth Roger Lindsell, B.A. Cantab., Fred Lister, Herbert Robert Ponsonby Lloyd, B.A. Cantab., Robert Loftus Tottenham Lucas, B.A. Oxon, William Gordon McIlwraith, B.A. Cantab., William McIntyre, LL.B. Durham, George Wood McNaught, B.A. Oxon, Arthur Neil McQueen, Wilfred Fletcher Maher, Donald Roy Malcolm, Douglas Philip Marr, John Marriott, Vivian Randolph Marshall, Eric Nelson Marsham, Harry Neil Marten, Edward Mason, Anthony Hugh Warton Matcham, Harold Bendix Vilhelm Matthissen, Cyril Edwin Messent, LL.B., London, Francis Joseph Metcalf, B.A. Cantab., Michael Blair Miller, B.A. Oxon, Harold Tetley Milnes, B.A. Oxon, Samuel Harold Mincoff, Edward Anthony Moore, Leonard Morgan, Mervyn Morgan, Gordon Allestree Moulton, Nancy Lillian Dyne Muller, LL.B. London, Gordon Towers Mynoss, Leslie Baron Newling, Henry John Newstead, Derek Aplin Douglas Lane Nichols, B.A. Cantab., Christopher Henry Oakley, Kenneth Deryk Emrys Oakley, John Gifford Ormerod, Terence O'Sullivan, Harry Owen, B.A. Wales, John Pennington, David Clifford Phillips, Martin James Pollock, B.A. Cantab., Geoffrey Portnell, Colin Maxwell Possart, Kenelm Vincent Digby Preedy, B.A. Oxon, Robert Edward Prescott, Cenydd Pryce, Kenneth Rupert Ranson, Robert Eustace Oldfield Rimmer, B.A. Cantab., Peter Allan Rippon, John Emile Glyn Roberts, Thomas Vaughan Roberts, B.A. Cantab., Edward Robertson, William Pemberton Robinson, B.A. Cantab., William Edward Denis Rollinson, Sefton Wilfred David Rowson, Cyril Alfred Rutland, LL.B. London, Cyril Saper, Robert Irwin Maddin Scott, Richard Gleadowe Seager, Hugh MacLeod Sheane, Thomas Frank Sidnell, LL.B. London, Alfred Henry Silvertown, Leonard Hill Skirrow, LL.B. Leeds, Edward Stanley Smith, B.A., LL.B. Cantab., Ronald Henry Smith, James Winder Stone, B.A. Cantab., John Dennis Storey, Leslie Robert Antcliffe Styring, LL.B. Sheffield, Eric Frank Taylor, John Arthur Taylor, LL.B. London, Hywel Philip Rhys Thomas, LL.B. Wales, Lewis John Thomas, B.A. Wales, John Thorman Todd, B.A. Cantab., Ezekiel Victor Toeg, B.A. Oxon, Robert Edward Turner, Wilfrid Denis Turton, John Malcolm Wallace, LL.B. London, Walter Stanley Walls, LL.B. London, John Harcourt Littlelike Watts, B.A. Cantab., Marks Wayne, Charles Randolph Whately, B.A. Oxon, Katherine Alfreda Whetham, Geoffrey Lloyd White, B.A. Oxon, Peter Maurice Charles Whitton, Dorothy Mary Rowan Wilkin, B.A. Oxon, Francis Howard Williams, LL.B. London, Brian Harvey Wilson, B.A. Cantab., Richard Thomas Parker Wilson, Robert Tyson Wilson, James William Balme Winter, Brian Turner Wooding, B.A. Cantab., Peter John William Wyatt, Rex Wyeth, Edwin Thomas Young.

No. of Candidates, 414; passed, 296.

#### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 16th and 17th March, 1938. A candidate is not obliged to take both parts of the Examination at the same time.

##### FIRST CLASS.

Norman Lewis Holt (serving articles with Mr. Isaac Edwards, of Rhyl).

##### PASSED.

Charles Angus Anderson, George Lionel Wood Armstrong, Ronald Sidney Bagshaw, Harry Hirsh Berney, Guy Maurice Bratt, Roger Sambrooke Burne, Margaret MacNab Carlile, Geoffrey Ernest Clark, Jack Collinson, John Dawson Cooper, James Douglas Cousin, Cyril Cox, Ieuan Davies, Neil Russell Douglas, Richard William Elliott, Eric John Evans, William Alexander Finlay, Francis Fortescue-Brickdale, Charles Gard, Herbert Sidney Garfunkel, Harry James Garside, Harold Norman Gedge, James Holland George, Alexander Lamont Glasfurd, B.A. Oxon, John Albert Hay, Alfred Charles Stuart Howard, John Ivor Humphreys, Edwin Jones, Gwilym

Lemuel Jones, M.A. Cantab., James Spencer Peter Lake, Joseph Landau, John Langham, Reginald George Lickfold, Edmund Luxmoore, B.A. Cantab., John Hedley Lynes, John Sanders Miller, Brice Edward Pearson, Raymond Gwynne Richards, Oliver Gabriel Rossetti, M.A. Cantab., Alan George Rubenstein, Lewis Clive Russell, Thomas Sydney Sinden, Anthony Francis Southall, Harry Stelling, Walter Royston Stock, Anthony James Sumption, Geoffrey Hope Swainson, Ronald Stewart Robert Warnes, Jan August Heinrich Fritz Weber, Herbert Stanley Whisker, Eric Harrison Whitehead, Michael Lewis Wigram.

The following candidates have passed the Legal portion only:—

Donald Allen, John Askew, Keith Alexander Bain, Jack Barstow, Noel Edgar Jonathan Bell, Peter Carr Benham, Norman Thomas Berry, Solomon Leslie Black, Norman Robert Boyd, Cyril Ernest Brett, Noel John Lindow Brockbank, B.A. Oxon, Wilfrid Lindsay Bullock, William Baden Cartwright, William John Chadder, Walter Alfred James Clark, Joseph Peter Hudson Clay, B.A. Cantab., Richard Penrith Cleasby, Louis Bawtree Cobden-Ramsay, B.A. Cantab., David Bruce Collette, Edward James Colley, Henry John Cridland, Robert Desmond Crosthwaite, Michael Charles Crowdy, B.A. Oxon, John Andrew Culatto, Ian Davidson, Daniel Jenkins Davies, Kenneth Eldon Davies, George Gordon Derrick, Wilfrid Michael Dodd, Derek George Double, Kenneth Bertram Dyer, William James Eldridge, Arthur Jeffreys Everton, Kenneth Sutherland Ferguson, B.A. Cantab., Raphael Freeman, B.Sc. London, Douglas Norris Gould, Stephen Adam Greenhalgh, Roger Grieves, Arthur James Stevenson Hall, Peter Hall, Douglas George Hannah, George Tovey Hardee, Charles Hattersley, John Hepworth, Thomas William Percy Herbert, Joseph Lloyd Hibbert, Rowland Owen Free Hickman, Paul Hodgson, Stephen Francis Hodsman, Basil Leonard Francis Alfred Holland, Lawrence Maurice Horner, Harita Dover Idle, Arthur William Kemp, John Kendall, Peter Kendall, Montague Bernard Kingsford, John Sutcliffe Follett Knight, Jack Richard Lane, Hugh Richard Douglas Langley, John Brian Leaning, Denis Richard Ledward, B.A. Oxon, Gordon Lowery Lee, Jan Casimir Eric Emil Lewenhaupt, John Lewin, Leonard Mason, John Christie Glaister McVail, Arthur Basil Martin, Evelyn Massey, Lawrence Tennent Mead, Percy Metcalf, William Henry Musson, Richard Cordell Newbery, William Claude Over, Hedley Leonard Palmer, John Allan Chaplin Pearce, B.A. Oxon, Montague Noel Pell, Arthur Howard Piper, Frederick Fenton Pope, George McKay Porter, Leslie John Potter, B.A. Oxon, Henry Montague Prichard, M.A. Oxon, Stephen Rhodes, Lewis Henry Richards, Reginald Francis Rigby, Roland Samuel Robinson, Dennis Raymond Rose, B.A. Cantab., John Peter Sadd, Charles Hugh Nairne Scott, John Newton Scott, David James Seed, Lois Shawyer, Jack Sillitoe, Percy David Simon, John Philip Lyndon Skeggs, Peter Merlyn Skinner, Harold Campbell Stewart, John Stow, Iorwerth Llewelyn Thomas, John Bryan Thomas, George Vernon Treloar, Edward Alexander Trotman, B.A. Cantab., Patrick Hare Vivian Twist, B.A. Cantab., Leslie Newton Wall, Daniel Gareth Williams.

No. of Candidates, 256; passed, 157.

## Parliamentary News.

### Progress of Bills.

#### House of Lords.

Army and Air Force (Annual) Bill.	
Royal Assent.	[13th April.
Bangor Corporation Bill.	
Read Second Time.	[13th April.
Bournemouth Gas and Water Bill.	
Read Third Time.	[13th April.
Dogs Amendment Bill.	
Royal Assent.	[13th April.
Gateshead and District Tramways and Trolley Vehicles Bill.	
Read Third Time.	[13th April.
Gateshead Corporation Bill.	
Reported, with Amendments.	[7th April.
Infanticide Bill.	
Read Third Time.	[13th April.
Lancashire County Council (Rivers Board and General Powers) Bill.	
Read Third Time.	[13th April.
Land Tax Commissioners Bill.	
Royal Assent.	[13th April.
Manchester Corporation Bill.	
Read Third Time.	[12th April.

Middlesex Hospital Bill.	
Royal Assent.	[13th April.
Ministry of Health Provisional Order (Bridgwater Extension) Bill.	
Read Second Time.	[13th April.
Ministry of Health Provisional Order (Scarborough) Bill.	
Read Second Time.	[13th April.
North West Midlands Joint Electricity Authority Provisional Order Bill.	
- Reported, without Amendment.	[12th April.
Penzance Corporation Bill.	
Read Second Time.	[13th April.
Plymouth Extension Bill.	
Read Third Time.	[12th April.
Radcliffe Farnworth and District Gas Bill.	
Read Second Time.	[13th April.
Rating and Valuation (Postponement of Valuations) Bill.	
Royal Assent.	[13th April.
Sea Fish Industry Bill.	
Read First Time.	[12th April.
Solicitors Amendment (Scotland) Bill.	
Amendments reported.	[12th April.
Trade Marks Bill.	
Royal Assent.	[13th April.
Wakefield Corporation Bill.	
Read Third Time.	[12th April.

### House of Commons.

Air Navigation (Financial Provisions) Bill.	
Read First Time.	[14th April.
Brixham Gas and Electricity Bill.	
Amendments considered.	[13th April.
Conveyancing Amendment (Scotland) Bill.	
Read Third Time.	[13th April.
Crewe Corporation Bill.	
Reported, with Amendments.	[13th April.
Forfar Corporation Water Order Confirmation Bill.	
Read Third Time.	[14th April.
Gateshead and District Tramways and Trolley Vehicles Bill.	
Read First Time.	[13th April.
Increase of Rent and Mortgage Interest (Restrictions) Bill.	
Read Third Time.	[13th April.
Jewish Citizenship Bill.	
Read First Time.	[12th April.
Lancashire County Council (Rivers Board and General Powers) Bill.	
Read First Time.	[13th April.
Manchester Corporation Bill.	
Read First Time.	[12th April.
Plymouth Extension Bill.	
Read First Time.	[12th April.
Poor's Allotment in Hanwell Bill.	
Reported, without Amendment.	[13th April.
Road Haulage Wages Bill.	
Read First Time.	[13th April.
Romford Gas Bill.	
Amendments considered.	[13th April.
Saltburn and Marske-by-the-Sea Urban District Council Bill.	
Reported, with Amendments.	[12th April.
Scottish Land Court Bill.	
Read Third Time.	[13th April.
Wakefield Corporation Bill.	
Read First Time.	[12th April.

## Legal Notes and News.

### Honours and Appointments.

It is announced by the Colonial Office that His Majesty the King has been pleased to approve the appointment of Sir BERNARD CREAN, Chief Justice of British Guiana, to be Chief Justice of Cyprus, in succession to Sir Herbert Cecil Stronge, who is retiring.

The King has been graciously pleased to approve the appointment of Mr. C. M. LOBO as an Additional Judicial Commissioner of the Court of the Judicial Commissioner of Sind, in succession to Mr. Rupchand Bilaram, who is retiring on 15th May.

The Master of the Rolls, with the approval of His Majesty, has appointed Mr. CYRIL THOMAS FLOWER, M.A., to be Deputy Keeper of the Records. Mr. Flower was called to the Bar by the Inner Temple in 1906.

Mr. D. MURRAY JOHN, Deputy Town Clerk of Swindon, has been appointed Town Clerk. Mr. John was admitted a solicitor in 1932.

Mr. JOHN FRIENDS, LL.B., a member of the staff of the Clerk and Solicitor to the Tonbridge Urban District Council, has been appointed Assistant Solicitor to the Coventry City Council. Mr. Friends was admitted a solicitor in 1935.

### Professional Announcements.

(2s. per line.)

SANDERSON, LEE & Co., of Basildon House, 7-11, Moorgate, E.C.2, announce that the partnership heretofore subsisting between GEORGE FRANK DALRYMPLE TENNANT, FREDERICK HENRY EGGAR, DEMETRIUS JOHN CASSAVETTI, NORMAN CAYLEY, GILBERT FRANK NEWLAND and ALASTAIR CAMERON MUNRO has been dissolved by mutual consent as from the 31st March, 1938, so far as regards the said DEMETRIUS JOHN CASSAVETTI. The practice of SANDERSON, LEE & Co., will be carried on at the same address by the continuing partners, GEORGE FRANK DALRYMPLE TENNANT, FREDERICK HENRY EGGAR, NORMAN CAYLEY, GILBERT FRANK NEWLAND and ALASTAIR CAMERON MUNRO, together with WILLIAM VICTOR BOWDEN and PHILIP JOSEPH MANASSEH (who have been taken into partnership as from the 1st April, 1938). The name of the firm will remain unchanged. Mr. CASSAVETTI will continue to practise at the same address in partnership with ALEXANDER PANTELIS COUSTAS, who has been associated with him for some years (and who is temporarily retaining his office at 3-7, Southampton Street, Strand, W.C.2) under the style or firm of "CASSAVETTI, COUSTAS and Co."

THOMAS RICHARD EDRIDGE and CHARLES JOSEPH MARTEN, practising as EDRIDGE, SON & MARTEN and DRUMMONDS, at 4, High Street, Croydon, Adelaide House, King William Street, E.C.4, and at West Wickham, have taken into partnership as from the 4th April, 1938, LESLIE GEORGE DOWNTON CROFT, M.A., LL.B., and RICHARD DENDY MARTEN, LL.B., who have both been associated with them for some time past. The practice will be carried on at the same addresses under the name of EDRIDGES & DRUMMONDS.

The partnership subsisting between Mr. CHARLES EATON MILLS, Mr. WILFRID ARIEL EVILL and Mr. VICTOR SLESSER ceased by effluxion of time on the 2nd April, 1938. Mr. Mills will continue the practice of MILLS, LOCKYER & Co., at 29, Finsbury Square, E.C.2, as heretofore, and associated with him in partnership will be Mr. BERNARD BLASER, Mr. KEITH DANIEL LEWIS and Mr. VICTOR SLESSER. Mr. EVILL will practise with Mr. L. G. COLEMAN, at 18/20, York Buildings, Adelphi, W.C.2, under the style of EVILL & COLEMAN, whose telephone number is Temple Bar 1372-1373.

### Notes.

Mr. C. S. Tuckey, M.A. Oxon, has retired after thirty-seven years as Clerk of Harpenden Urban Council. Mr. Tuckey was admitted a solicitor in 1900.

Mr. G. F. B. de Gruchy, Jurat, Royal Court, Jersey, for twenty-five years, has resigned from office. He was also President of the States Committee for Defence.

The twenty-third annual meeting of The Grotius Society will take place on Tuesday, 26th April, at 4.45 p.m. in the Pension Room of the Honourable Society of Gray's Inn, by the courtesy of the Treasurer and Masters of the Bench; The Right Hon. Sir George Rankin, P.C., presiding. Sir Lynden Macassey, K.B.E., will deliver an address on "International Arbitration."

### JUSTICES' CLERKS.

The Home Secretary has appointed a Departmental Committee to inquire into the conditions of service of clerks to justices and their assistants, including qualifications, appointment, remuneration, superannuation and duties, and to report what changes, if any, are desirable in the law and practice, and to make any recommendations which may be incidental to any such changes. The following is the constitution of the committee: The Right Hon. Lord Roche (Chairman); Mr. Roland Burrows, K.C. (Chairman of the West Sussex Quarter Sessions); Countess Buxton, G.B.E., J.P.; Mr. W. H. Foyster (Clerk to the Salford Justices); Miss Margery Fry, J.P.; Mr. S. W. Harris, C.B., C.V.O. (Assistant Under-Secretary of State, Home Office); Lord Merthyr, J.P.; Mr. Cecil Oakes (Clerk of the Peace for East Suffolk); Mr. Leo Page, J.P.; Sir Claud Schuster, G.C.B., C.V.O., K.C. (Permanent Secretary, Lord Chancellor's Department); Mr. F. Webster (Town Clerk, Kensington). The secretary of the committee is Mr. J. A. R. Pimlott, to whom all communications should be addressed at the Home Office, Whitehall, S.W.1.

## Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 28th April 1938.

	Div. Months.	Middle Price 20 April 1938.	Flat Interest Yield.	Approximate Yield with redemption
<b>ENGLISH GOVERNMENT SECURITIES</b>				
Consols 4% 1957 or after ...	FA	111	3 12 1	3 4 4
Consols 2½% ...	JAJO	75	3 6 8	—
War Loan 3½% 1952 or after ...	JD	103	3 8 0	3 4 10
Funding 4% Loan 1960-90 ...	MN	113	3 10 10	3 3 4
Funding 3% Loan 1959-69 ...	AO	98	3 1 3	3 2 0
Funding 2½% Loan 1952-57 ...	JD	97½	2 16 5	2 18 4
Funding 2½% Loan 1956-61 ...	AO	90½	2 15 3	3 1 8
Victory 4% Loan Av. life 22 years ...	MS	111	3 12 1	3 5 9
Conversion 5% Loan 1944-64 ...	MN	113½	4 8 1	2 6 8
Conversion 4½% Loan 1940-44 ...	JJ	106½	4 4 6	1 18 1
Conversion 3½% Loan 1961 or after ...	AO	102	3 8 8	3 7 6
Conversion 3% Loan 1948-53 ...	MS	102	2 18 10	2 15 2
Conversion 2½% Loan 1944-49 ...	AO	99	2 10 6	2 12 2
Local Loans 3% Stock 1912 or after ...	JAJO	88	3 8 2	—
Bank Stock ...	AO	340	3 10 7	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after ...	JJ	80	3 8 9	—
Guaranteed 3% Stock (Irish Land Act) 1939 or after ...	JJ	87	3 9 0	—
India 4½% 1950-55 ...	MN	112½xd	4 0 0	3 4 6
India 3½% 1931 or after ...	JAJO	93	3 15 3	—
India 3% 1948 or after ...	JAJO	79½	3 15 6	—
Sudan 4½% 1939-73 Av. life 27 years ...	FA	109½	4 2 2	3 18 5
Sudan 4% 1974 Red. in part after 1950 ...	MN	107½xd	3 14 5	3 5 8
Tanganyika 4% Guaranteed 1951-71 ...	JA	109	3 13 5	3 2 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72 ...	JJ	105½	4 5 4	2 15 11
Lon. Elec. T. F. Corp. 2½% 1950-55 ...	FA	92	2 14 4	3 1 9
<b>COLONIAL SECURITIES</b>				
Australia (Commonw'th) 4% 1955-70 ...	JJ	105	3 16 2	3 12 1
Australia (Commonw'th) 3% 1955-58 ...	AO	89	3 7 5	3 15 11
*Canada 4% 1953-58 ...	MS	108	3 14 1	3 6 2
*Natal 3% 1929-49 ...	JJ	100	3 0 0	3 0 0
New South Wales 3½% 1930-50 ...	JJ	97	3 12 2	3 16 4
New Zealand 3% 1945 ...	AO	94	3 3 10	4 0 0
Nigeria 4% 1963 ...	AO	107	3 14 9	3 11 6
Queensland 3½% 1950-70 ...	JJ	97	3 12 2	3 13 2
*South Africa 3½% 1953-73 ...	JD	103	3 8 0	3 4 10
Victoria 3½% 1929-49 ...	AO	97	3 12 2	3 16 10
<b>CORPORATION STOCKS</b>				
Birmingham 3% 1947 or after ...	JJ	86½	3 9 4	—
Croydon 3% 1940-60 ...	AO	95	3 3 2	3 6 6
*Essex County 3½% 1952-72 ...	JD	103	3 8 0	3 4 10
Leeds 3% 1927 or after ...	JJ	86	3 9 9	—
Liverpool 3½% Redeemable by agreement with holders or by purchase ...	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp. ...	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp. ...	MJSD	86	3 9 9	—
Manchester 3% 1941 or after ...	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49 ...	MJSD	97	2 11 7	2 16 5
Metropolitan Water Board 3% "A" 1963-2003 ...	AO	87½	3 8 7	3 9 9
Do. do. 3% "B" 1934-2003 ...	MS	89	3 7 5	3 8 5
Do. do. 3% "E" 1953-73 ...	JJ	96	3 2 6	3 3 10
*Middlesex County Council 4% 1952-72 ...	MN	106xd	3 15 6	3 9 7
* Do. do. 4½% 1950-70 ...	MN	112xd	4 0 4	3 6 10
Nottingham 3% Irredeemable ...	MN	85xd	3 10 7	—
Sheffield Corp. 3½% 1968 ...	JJ	102	3 8 8	3 7 10
<b>ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS</b>				
Gt. Western Rly. 4% Debenture ...	JJ	110	3 12 9	—
Gt. Western Rly. 4½% Debenture ...	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture ...	JJ	129½	3 17 3	—
Gt. Western Rly. 5% Rent Charge ...	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed ...	MA	127½	3 18 5	—
Gt. Western Rly. 5% Preference ...	MA	117½	4 5 1	—
Southern Rly. 4% Debenture ...	JJ	108	3 14 1	—
Southern Rly. 4% Red. Deb. 1962-67 ...	JJ	108½	3 13 9	3 9 5
Southern Rly. 5% Guaranteed ...	MA	126½	3 19 1	—
Southern Rly. 5% Preference ...	MA	114½	4 7 4	—

\* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

